

REQUEST FOR PROPOSALS

for

Marketing and Advertising Services



RFP #: [Click here to enter the RFP # from LaGov.](#)

Proposal Due Date/Time: Wednesday, April 8, 2020, 4:00 PM CT

**State of Louisiana
Office of the Lieutenant Governor
Department of Culture, Recreation and Tourism
Office of Tourism**

Friday, February 28, 2020

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REQUEST FOR PROPOSALS FOR Marketing and Advertising Services

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposals (RFP) is for the State of Louisiana, Office of the Lieutenant Governor (OLG), Department of Culture, Recreation and Tourism (DCRT), hereinafter sometimes collectively referred to as “OLG/DCRT,” to obtain competitive proposals from qualified proposers in order to award one or more contracts to develop and execute a strategic marketing and communication plan for the OLG/DCRT (“the project”) within the following three components (collectively, “Components”):

Component 1: Creative/Marketing/Media Buying/Brand Identity

Component 2: Public Relations

Component 3: Website Creation and Management/Social Media/Digital Marketing

The purpose of dividing the work into three (3) Components is to provide the OLG/DCRT greater access to the most creative, innovative, and efficient proposers to carry out the project.

The Components allow prospective contractors the flexibility to submit one proposal in response to a single component, or multiple proposals in response to more than one component. It is understood that there will likely be overlap among tasks that fall within each component.

A proposer must submit a separate, complete proposal for each component for which the proposer seeks to be considered.

As described in Section 1.24, if a proposer plans to collaborate with other business entities or individuals in a proposal, the proposer must submit the written agreements that describe that collaboration, including the nature of the relationship (e.g., contractor/sub-contractor, partnership, joint venture) and an explanation of the division of duties, billing and payment arrangements, lines of communication, and account management. The OLG/DCRT will require the designation of a single point of contact and a single contracting entity for any such collaboration.

If contracts are awarded to multiple proposers for Components 1, 2 and 3, the OLG/DCRT reserves the right to assign one contractor to serve as the project/program manager for all work performed under any/all contracts awarded pursuant to this RFP.

1.2 Background

The Louisiana Department of Culture, Recreation and Tourism is in the Office of the Lieutenant Governor in the executive branch of the state government of Louisiana. The DCRT is responsible for the statewide development and implementation of cultural, recreational, and tourism programs, and the

development, maintenance, and operation of library, park, recreation, museum, and other cultural facilities and programs. La. R.S. 36:201.

The DCRT consists of several agencies, including the Office of Tourism (LOT), the Office of Cultural Development, the Office of the State Museum, the Office of the State Library, the Office of the Secretary, the Office of State Parks, and the Louisiana Seafood Promotion and Marketing Board.

The OLG includes the Encore Louisiana Commission and the Volunteer Louisiana Commission, as well as other programs and functions that support the role of the Lieutenant Governor as the second highest ranking statewide elected official in the state government of Louisiana.

The LOT serves as the lead agency for external communications and marketing of the Louisiana tourism brand, and is therefore serving as the issuing agency for this RFP. The LOT will coordinate the services resulting from the contract(s) awarded hereunder.

The project budget for Fiscal Year 2020 – 2021 will not be determined until legislative appropriations are final. The actual budget in any fiscal year is subject to actual sales tax revenue collected, legislative appropriation, and approval by the Board of Directors of the Louisiana Tourism Promotion District. The budget is also subject to increase or reduction by legislative or executive action.

The approximate budgets for OLG/DCRT for each Component, inclusive of production and media costs, for Fiscal Year 2019 – 2020 are: Component 1: \$6,900,000.00; Component 2: \$200,000.00; and Component 3: \$3,500,000.00. All budgets, contract amounts, and actual expenditures will vary from year to year, and during the course of any fiscal year, due to shifts in priorities and strategies, unforeseen emergencies and opportunities, savings, revenue projections, revenue actually collected and other factors.

The amount allocated to any single component and any one contractor will be determined during contract negotiations. The contract amount will reflect a maximum amount payable under the contract. However, all payments will be tied to actual work performed. There is no minimum guaranteed amount to be paid. A contractor will only be paid for actual, approved work on a project-by-project basis, authorized by the OLG/DCRT through approved work orders.

1.3 Goals and Objectives

The goal of any contract awarded pursuant to this RFP is to provide the OLG/DCRT creative, innovative, and effective programs, services, and methods in the development and implementation of a strategic marketing and communication plan that supports the OLG/DCRT in achieving the goals and objectives contained within the OLG/DCRT's Strategic Plan. The OLG/DCRT and offices within the OLG/DCRT are guided by their Strategic Plans. Each plan is available at <http://www.crt.state.la.us/strategic-plan-for-the-office-of-the-lt-governor-and-dcrt>.

The bulk of the work performed under any contract resulting from this RFP will be for the LOT. LOT's strategic plan includes the following objectives:

- Increase visitor spending by 18 percent, from \$11.8 billion in 2016 to \$13.9 billion in 2022

- Increase the number of visitors to Louisiana by 20 percent, from 29.5 million in 2016 to 35 million in 2022
- Increase the number of jobs within the Louisiana tourism industry by 10 percent, from 165,000 in 2016 to 181,500 in 2022
- Increase the number of rounds of golf played on the Audubon Golf Trail (AGT) courses to 336,000 annually by 2022
- Increase the number of welcome center visitors by 20 percent, from 1.2 million in 2016 to 1.4 million in 2022

Data, research, and reports on Louisiana's tourism industry are available at <http://www.crt.state.la.us/tourism/louisiana-research/index>.

1.4 Term of Contract

The term of any contract(s) resulting from this RFP shall begin on or about July 1, 2020. It is anticipated that the contract(s) will end on June 30, 2023.

Any contract resulting from this RFP may also be amended or terminated as set forth in the Termination Clauses in the Sample Contract (Attachment III).

Subject to all proper approvals and the contractor's concurrence, OLG/DCRT may exercise an option to extend the term of a contract for up to twenty-four (24) additional months at the same rates, terms, and conditions of the initial contract term. Extension of the contract beyond the initial thirty-six (36) month term is subject to prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law. Written evidence of JLCB approval shall be submitted by the OLG/DCRT, along with the contract amendment to the Office of State Procurement (OSP) to extend the contract term beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of any contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

1.5 Definitions

For purposes of this RFP, the following terms will be used and defined as set forth herein.

CMF	Content Management Framework – system that facilitates the use of reusable components or customized software for managing web content.
Contract	An agreement executed with a successful proposer pursuant to this RFP
Contractor	Any person (natural or juridical) having a contract with a governmental body
Discussions	A formal, structured means of conducting written or oral communications/presentations with responsible proposers that have been determined to be reasonably susceptible of being awarded a contract resulting from the RFP. The terms "Oral presentations," "Presentations & Discussions," and "Final Round" may also be used to reference such communications.
DOA	The Division of Administration
May and Can	The terms "may" and "can" denote an advisory or permissible action.
Must	The term "must" denotes mandatory requirements. See also "shall" and "will."

OLG/DCRT	The Office of the Lieutenant Governor (OLG) and the Department of Culture, Recreation and Tourism (DCRT), including the agencies placed in the OLG and DCRT
OSP	Office of State Procurement, an agency within the DOA
PHP	Hypertext Preprocessor - a popular, general-purpose scripting language that is especially suited to web development. The open source software is the primary programming interface for MySQL, the world's most popular database that is used to create database-driven web applications and complex applications including the Drupal CMF used by LouisianaTravel.com
Project	The development and execution of a strategic marketing and communication plan; any initiative, program, promotion, or other task/work performed by a contractor with the approval of and at the direction of OLG/DCRT under a contract resulting from this RFP
Proposer	A person (natural or juridical) that submits a proposal in response to this RFP
RFP	Request for Proposals; also referred to as "the solicitation"
Shall and Will	The terms "shall" and "will" denote mandatory requirements. See also "Must"
Should	The term "should" denotes a desirable action.
SLA	Service Level Agreement
SQL	Structured Query Language – a standard language used to access and manipulate relational databases. SQL can query, retrieve, insert, update and delete data in a database. It can also create table views and reports, store complex procedures and set permissions in a database.
State	The State of Louisiana; "State" also refers to the state government of Louisiana.
Tourism Industry Account	An account/client whose services include accommodations; adventure tourism and/or recreation; attractions; events and conferences; food and beverage; tourism services (e.g., convention and visitors bureaus); transportation; travel trade (e.g., travel agents); etc.
Work Order	Written approval from the OLG/DCRT authorizing a contractor to undertake an initiative, program, promotion, project, service, or other task/work under a contract. A work order shall include goals, a timeline, and a budget.

1.6 Schedule of Events

<u>Event</u>	<u>Date if Oral Presentations are NOT held</u>	<u>Date if Oral Presentations ARE held</u>
RFP advertised in newspapers and posted to LaPac	Friday, February 28, 2020	Friday, February 28, 2020
Deadline for receipt of written inquiries	Wednesday, March 11, 2020, 2PM CT	Wednesday, March 11, 2020, 2PM CT
Deadline to post responses to written inquiries	Friday, March 20, 2020	Friday, March 20, 2020
Proposal Submission Deadline	Wednesday, April 8, 2020 4 PM CT	Wednesday, April 8, 2020 4 PM CT
Proposals evaluated	Wednesday, April 8 – Wednesday, April 22, 2020	Wednesday, April 8 – Wednesday, April 22, 2020
Notice to proposers if oral presentations will NOT be held. Proposals(s) recommended for an award based on written proposals have been submitted to the Office of State Procurement for review/concurrence with award.	Friday, April 24, 2020	
Invitations to participate in Presentations & Discussions sent to proposers should OLG/DCRT choose to hold oral presentations		Friday, April 24, 2020 (tentative)
Presentations & Discussions (if applicable)		Week of May 18, 2020 (exact date TBD)
Notice of Intent to award announcement, rejection letters sent and 14-day protest period begins, on or about	Friday, May 15, 2020	Friday, June 5, 2020
Contract negotiations, on or about	Week of May 18, 2020	Week of June 8, 2020
Contract execution, on or about	Thursday, May 28, 2020	Monday, June 22, 2020
Contract begins/effective date	July 1, 2020	July 1, 2020

NOTE: The OLG/DCRT reserves the right to revise the Schedule of Events. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of addenda to the RFP.

1.7 Proposal Submittal

Proposers that are interested in providing the services described in this RFP must submit a proposal containing the mandatory information specified in this RFP. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before the date and time specified in the Schedule of Events. FAX or e-mail submissions will not be accepted. The proposal package shall be sealed and labeled

“Response to OLG/DCRT Marketing RFP.” The proposal package should clearly indicate the component(s) addressed (i.e., Component 1, 2, and/or 3).

Proposers mailing their proposals should allow sufficient mail delivery time to ensure the OLG/DCRT’s receipt of the proposal by the Proposal Submission Deadline. The proposal package must be delivered at the proposer's expense to the RFP Coordinator.

For USPS delivery, the mailing address is:

**Louisiana Office of Tourism
Attn: Lindsey Schmitt, RFP Coordinator
P.O. Box 94291
Baton Rouge, LA 70804-9291.**

For courier delivery, the street address is:

**Louisiana Office of Tourism
Attn: Lindsey Schmitt, RFP Coordinator
1051 N. Third St., 3rd Floor
Baton Rouge, LA 70802**

The telephone number is 225-342-8100.

The responsibility solely lies with each proposer to ensure its proposal is delivered at the specified place and prior to the Proposal Submission Deadline. Proposals received after the deadline will not be considered.

1.8 Qualifications for Proposers

1.8.1 Mandatory Qualifications:

Proposers must meet the minimum mandatory requirements described below and shall provide confirmation or supporting documentation of each in its proposal.

Additionally, Proposers must sign and include **Attachment II *Certification of Minimum Mandatory Qualifications for Proposer, to show compliance with these mandatory qualifications.***

Proposals that do not include a signed copy of Attachment II will not be evaluated.

- The proposer is able to physically attend meetings in Baton Rouge within 24 hours’ notice.
- The proposer has been in operation for at least two years and has provided business filing/Secretary of State documentation of such.
- If collaborating with other business entities or individuals in the submission of its proposal, the proposer has submitted with its proposal the agreements that describe the collaboration, has designated a single point of contact for the collaboration, and has designated a single contracting entity should the proposer be awarded a contract resulting from this RFP.

- If the proposer cannot comply with any of the terms contained within the Sample Contract (Attachment III), the proposer has submitted its explanation, exceptions, and proposed modifications. (Reference Section 1.9.3)
- If the proposer is a business certified through the LaVet and/or Hudson Initiative programs, and/or the proposer has included a subcontractor certified through the LaVet and/or Hudson Initiative programs in its proposal, the proposer has submitted with its proposal all the documentation and information required by Section 1.9.7 and the statutes and regulations referenced therein.

1.8.2 Desirable Qualifications:

Each proposer should ensure its proposal provides information and/or documentation that evidences the proposer – through its own staff and/or through its subcontractors – has the necessary experience, knowledge, capacity, and resources to perform the tasks and services necessary to successfully develop and implement the marketing and communications plan and other approved projects within the component for which the proposer has submitted a response.

If the proposer is a corporation, LLC or other legal entity, the proposer should include a copy of a board resolution or other documentation evidencing the authority of the undersigned to bind the proposer to the provisions contained within its proposal, this RFP, and any contract resulting from this RFP. (Reference Section 1.7 and Attachment IX)

1.8.2.1 Desirable Qualifications for Component 1: Creative/Marketing/Media Buying/Brand Identity

- Strategic planning
- Creative development
- Project management
- Copywriting and proofing
- Account service and management
- Target analysis
- Media buying
- Media tracking

1.8.2.2 Desirable Qualifications for Component 2: Public Relations

- Public relations planning and management
- Special event coordination
- Project management
- Copywriting and proofing
- Account service and management

1.8.2.3 Desirable Qualifications for Component 3: Website Creation and Management/Social Media/Digital Marketing

- Website development and management
- Digital and social media communication tools development and management
- Strategic planning
- Creative development

- Project management
- Copywriting and proofing
- Account service and management
- Target analysis
- Media buying
- Media tracking

Further, the proposer (through its own staff or through specified arrangements with third-party subcontractors) should have knowledge/experience with one or more tourism industry accounts prior to the deadline for receipt of proposals.

1.9 Proposal Response Format

A separate, complete proposal shall be required for each component for which the proposer wishes to be considered. Proposals submitted for consideration should follow the format and order of presentation described below.

1.9.1 Cover Letter

A cover letter should be submitted on the proposer's official business letterhead explaining the intent of the proposer and indicating the component for which the proposal is being submitted.

1.9.2 Table of Contents

The proposal should be organized in the same order as listed below. The proposal may include a table of contents to facilitate the review and evaluation.

1.9.3 Executive Summary

The Executive Summary serves to introduce the scope of the proposal.

If not already fully addressed in the proposer's Certification Statements (Attachment I and II) and General Company Information form (Attachment V), the Executive Summary should include administrative information (e.g., proposer's contact name, email address, and phone number) and the stipulation that the proposal is valid for a time period of at least ninety (90) calendar days from the date of submission.

The Executive Summary should also include a summary of the proposer's qualifications and ability to fulfill the goals, objectives, tasks, and services described in this RFP during the term of a contract resulting from this RFP.

The executive summary should include a positive statement of compliance with the terms contained in the Sample Contract (Attachment III). If the proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The proposer should address the specific language in the Sample Contract (Attachment III) and submit whatever exceptions or exact contract modifications the proposer may seek. While final wording of the contract terms will be resolved during contract negotiations, the intent of the provisions contained in the Sample Contract will not be substantially altered.

1.9.4 Company Background and Experience (Maximum 35 points)

1.9.4.1 General Company Information.

The proposer may use the **General Company Information** form (Attachment V) to provide an overview of its company, including a brief history; corporate or organization structure; number of years in business; contact information; services provided in-house and/or through sub-contractors; previous and current tourism industry accounts; profitability; etc. If a proposer does not use the **General Company Information** form (Attachment V), the requested information contained in the form should be provided in the order listed in the form.

1.9.4.2 References.

The proposer should supply three (3) letters of reference from current or past clients including contact names, email addresses, and telephone numbers. Letters should address topics such as professionalism of the proposer, willingness to hire the proposer again, responsiveness of the proposer, and quality of the proposer's work product.

1.9.4.3 Financial Information.

The proposer should submit a letter of good standing from proposer's bank, letters of good standing from two (2) credit references, and audited copies of proposer's latest financial statement. **Note:** Any information, including financial information, deemed confidential by the proposer shall be clearly marked "CONFIDENTIAL INFORMATION" and will be handled in accordance with the Louisiana Public Records Act, La. R.S. 44:1 - 44 and applicable rules and regulations (See section 1.13, Confidential Information, Trade Secrets, and Proprietary Information).

1.9.4.4 Experience.

The proposer should use its prior work/experience to clearly illustrate its ability to exceed the desired qualifications described in 1.8.2 Desirable Qualifications. For all examples of past work/experience, the proposer should list the names and titles of the proposer's team members who participated in the projects, indicating which of those team members would be assigned to the OLG/DCRT account.

Component 1: Creative/ Marketing/Media Buying/Brand Identity

- a. Provide two (2) samples of what the proposer considers to be its best integrated promotions or advertising campaigns produced for a client(s) in the past five (5) years (ads must have actually run; promotion must have been implemented). Include objectives/description of promotion/campaign; target audience; research that went into the development of promotion/campaign; resulting creative concept, including marketing, branding and/or other related efforts; media strategy; and description of results and metrics used to track success of campaign.
- b. Diverse samples (up to four) of writing produced by the copywriter(s) who would be assigned to the OLG/DCRT account.

Component 2: Public Relations

- a. Provide two (2) samples of what the proposer considers to be its best public relations campaigns produced for a client(s) in the past five (5) years. Campaigns must have been completed prior to submission of the proposal. Include distribution vehicle and date information; objectives/description of campaign; research that went into the development of campaign; target audience; resulting creative concept, including strategy, marketing and/or other related efforts; description of campaign results and metrics used to track success of the campaign.

- b. Diverse samples (up to four) of writing produced by the copywriter(s) who would be assigned to the OLG/DCRT account.

Component 3: Website Creation and Management/Social Media/Digital Marketing

- a. Provide URLs of two (2) websites with supportive digital communication tools (e.g., social media, e-newsletters, e-blasts) proposer considers its best work produced for a client(s) within the past five (5) years. Include objectives/description of the project; research that went into the development of the project; target audience; resulting creative concept, including strategy, marketing and/or other related efforts; description of results and metrics used to track success.
- b. Provide diverse samples (up to four) of writing produced by the copywriter(s) who would be assigned to the OLG/DCRT account.

Should the above examples/information related to the proposer's prior work/experience not allow the proposers to clearly illustrate their ability to exceed the desired qualifications, proposers may provide supplemental information.

1.9.5 Approach and Methodology (Maximum 13 points)

A proposer's approach and methodology should also evidence that the proposer has the appropriate experience, knowledge, and qualifications to perform the scope of services as described herein.

1.9.5.1 Component 1, 2 and 3 proposals should include:

- a. How the proposer's functional approach in providing the services and in identifying the tasks necessary to provide the services, the proposer will best meet the needs of the OLG/DCRT.
- b. The proposer's approach to Project Management and Quality Assurance.
- c. The proposer's methodology for monitoring, measuring, and evaluating results and quality of work.
- d. A description of the proposer's system for tracking the status of projects and budget expenditures.
- e. A description of the proposer's accounting and billing practices.

1.9.5.2 Component 3 proposals should include information listed in a. – e. above, plus:

- a. The proposer's design process methodology (development lifecycle). Please note whether the design process methodology is consistent regardless of project size, length, and type of service.
- b. The proposer's approach for defining system and data security.
- c. The proposer's process and methodology to identify areas of project risk and its procedures to mitigate these risks.
- d. The proposer's methodology to be used for system design.
- e. An overview of how each task and service will be performed, including project phasing, use of tools, technologies, etc.

1.9.6 Qualifications of Proposed Staff (Maximum 15 points)

The proposer should provide detailed information about the experience and qualifications of the proposer's assigned personnel who will **consistently** work on the OLG/DCRT account, noting which team members will be solely dedicated to the OLG/DCRT account.

For purposes of this section only, the terms "staff," "personnel," "team member," and "employee" mean those individuals who will be working under the direction of the proposer if the proposer is awarded a contract resulting from this RFP, regardless of the individual's status as an employee, contractor, vendor, etc. However, the information provided in response to this section should designate the individual's status.

The information about the team members should include the employee's:

- a. Name
- b. Job title and responsibilities
- c. Number of years with company.
- d. Proposed hourly rate for employee (**Proposers for Components 1 and 3 should note "N/A – media commission" if the employee is responsible for media research, planning, negotiation, tracking, pre- and post-flight analysis, or placement. Those services are deemed fully compensated by proposers' proposed media commission rate.**)
- e. Education and training
- f. Experience, including technical experience, functional experience, specific dates and names of employers, relevant experience, past and present projects with dates and responsibilities, and any applicable certifications.
- g. The specific role and responsibilities each team member would fill on the OLG/DCRT account, his/her planned level of effort, his/her anticipated duration of involvement, and his/her on-site availability.
- h. Status with the proposer (e.g., employee, independent contractor, employee of a proposed subcontractor, etc.)

Should the above information related to the proposer's staff not allow the proposer to clearly illustrate the proposer's ability to exceed the desired qualifications listed in Desirable Qualifications for Proposer section (Section 1.8.2), the proposer may provide supplemental information.

1.9.7 Veteran and Hudson Initiative Programs Participation (Maximum 12 points)

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible proposers are encouraged to become certified. Qualification requirements and online certification are available at:

<https://smallbiz.louisianaeconomicdevelopment.com>.

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s) as subcontractors, proposer shall include in its proposal the names of its certified

Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and a percentage of the work each subcontractor is anticipated to perform (i.e., a good faith subcontracting plan).

For purposes of this section, certified subcontractors must be separate, discrete entities from prime contractor/proposer, and must function, operate and be governed independently of the proposer, in order for proposer to receive Hudson or Veteran initiative points for a subcontractor arrangement.

As described in Section 5.3, during the term of the contract and at expiration, the contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

In RFPs requiring the compliance with a good faith subcontracting plan, the OLG/DCRT may require proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other proposers shall be prohibited.

In performing its evaluation of proposals, the OLG/DCRT reserves the right to require a non-certified proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a proposer who proposed a good faith subcontracting plan, the OLG/DCRT, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit the contractor to determine whether the contractor has complied in good faith with its subcontracting plan. The contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the OLG/DCRT, LED, or the OSP Director that the contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes concerning the Veteran Initiative (La. R.S. 39:2171 *et. seq.*) may be viewed at:

<http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes concerning the Hudson Initiative (La. R.S. 39:2001 *et. seq.*) may be viewed at:

<http://www.legis.la.gov/Legis/Law.aspx?d=96265>.

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at: <http://www.doa.la.gov/pages/osp/se/secv.aspx>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship that have been certified by the Louisiana Department of Economic Development and that have opted to register in the State of Louisiana LaGov Supplier Portal:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg.

This list may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:

<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>. When using this site, determine the search criteria (e.g. alphabetized list of all certified vendors, by commodities, etc.) and select Smalle, VSE, or DVSE.

1.9.8 Cost – Provisions and Proposals (Maximum 25 points)

1.9.8.1 Cost Provisions applicable to all Components:

- a. Contractor rates will be inclusive of all work performed for services and related internal costs, including routine travel, overhead, such as costs of doing business, use of contractor equipment, and in-house-resources. Costs of special travel may be paid according to state travel regulations when specifically requested by State and approved in advance. (For Component 1, the contractor rates are the proposer's hourly rates and media commission. For Component 2, the contractor rates are the proposer's hourly rates. For Component 3, the contractor rates are the proposer's hourly rates, media commission, and hosting costs.)
- b. External costs will be reimbursable only when included in a work order and approved by OLG/DCRT. External costs are included in the maximum amount payable under the contract. Reimbursable external costs may include: third-party contract services, acquisition of specialized equipment or supplies deemed necessary solely for the OLG/DCRT account, travel expenses, and other costs OLG/DCRT deems necessary to provide requested services. The contractor must make good-faith effort to obtain such services and goods at the lowest available cost for the quality required and on commercially reasonable terms favorable to OLG/DCRT. A contractor shall invoice OLG/DCRT for external costs **at the contractor's actual cost, without any markup.**
- c. Travel expenses which are allowed by state travel regulations will be reimbursed only in accordance with state travel regulations as set forth in Louisiana Division of Administration Policy and Procedure Memorandum 49. Travel time is not reimbursable unless pre-approved by the OLG/DCRT. Travel expenses/time incurred to travel to and from OLG/DCRT's offices in Baton Rouge are not reimbursable.

1.9.8.2 Component 1, Creative/Marketing/Media Buying/Brand Identity, Cost Proposal

A proposer's score on cost is based on the proposer's Average Hourly Rate and proposer's Media Commission Rate. Each proposer shall submit its cost proposal on the attachment labeled "Attachment VI – Component 1 Cost Proposal Form" or on an exact duplicate thereof.

1.9.8.3 Component 2, Public Relations, Cost Proposal

A proposer's score on cost is based on the proposer's Average Hourly Rate. Each proposer shall submit its cost proposal on the attachment labeled "Attachment VII – Component 2 Cost Proposal Form" or on an exact duplicate thereof.

1.9.8.4 Component 3, Website Creation and Management/Social Media/Digital Marketing Cost Proposal

A proposer's score on cost is based on the proposer's Average Hourly Rate, proposer's Media Commission Rate, and proposer's Annual Hosting Cost. Each proposer shall submit its cost proposal on the attachment labeled "Attachment VIII – Component 3 Cost Proposal Form" or on an exact duplicate thereof.

1.9.9 Certification Statements

The proposer must sign and submit the Certification Statements (Attachment I and II) with its proposal or exact duplicates thereof.

1.9.10 Outsourcing of Key Internal Controls

Not applicable to this RFP.

1.10 Number of Copies of Proposals

The OLG/DCRT requests that one (1) original and seven (7) copies of each proposal (a separate proposal must be submitted for each component for which the proposer wishes to be considered) be submitted to the RFP Coordinator at the address specified. At least one copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the proposer. A certified copy of a board resolution granting such authority should be submitted if the proposer is a corporation (see Attachment IX Sample Board Resolution). The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

Proposals should be submitted in three-ring binders and should be printed on paper no larger than 8.5" x 11" (for duplicating/filing/storage purposes). All pages of the proposal should be numbered. The OLG/DCRT also requests one (1) complete copy of the proposal be submitted on a USB flash drive.

Note: Following the award of any contract resulting from an RFP, the OLG/DCRT routinely receives requests for copies of all proposals. Please do not include any lagniappe with the proposal and/or any materials the proposer may provide to the OLG/DCRT during discussions, e.g., props, food, promotional products, etc. Such components complicate preservation and production under Louisiana Public Records Law and may raise concerns under the Louisiana Code of Governmental Ethics.

1.11 Technical and Cost Proposals

Proposers shall submit all information, including technical information and cost information, in a single proposal relative to the component for which the proposal is submitted.

1.12 Legibility/Clarity

The proposer's responses should be provided in the formats requested. The proposal should contain answers to all questions in as much detail as practicable. The proposer's response should demonstrate an understanding of the requirements. Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of the RFP. Each proposer shall be solely responsible for the accuracy and completeness of its proposal.

1.13 Confidential Information, Trade Secrets, and Proprietary Information

1.13.1 OLG/DCRT's Data and Information

All financial, statistical, personal, technical and other data and information relating to the OLG/DCRT's operation which are designated confidential by the OLG/DCRT and made available to the contractor in order to carry out the contract, or which become available to the contractor in carrying out the contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the OLG/DCRT. The identification of all such confidential data and information as well as the OLG/DCRT's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the OLG/DCRT in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the OLG/DCRT to be adequate for the protection of the OLG/DCRT's confidential information, such methods and procedures may be used, with the written consent of the OLG/DCRT, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the OLG/DCRT.

1.13.2 Proposer's Proprietary or Confidential Information Contained within a Proposal

Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked "CONFIDENTIAL INFORMATION, TRADE SECRETS OR PROPRIETARY INFORMATION" in the proposal and will be handled in accordance with the Louisiana Public Records Act, La. R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

1.14 Proposal Clarifications Prior to Submittal

1.14.1 Pre-proposal Conference

Not required for this RFP.

1.14.2 Proposer Inquiries

The OLG/DCRT will consider **written inquiries and requests for clarification of the content of this RFP** received from potential proposers. **Written inquiries that do not pertain to the content of this RFP will not be entertained.**

Written questions regarding this RFP **must be submitted VIA EMAIL** to the RFP Coordinator listed below. The OLG/DCRT **will not** respond to questions submitted via phone, fax or US mail.

Lindsey Schmitt, RFP Coordinator, rfpquestion@crt.la.gov.

Inquiries should be submitted in the following format and should include the subject line "OLG/DCRT RFP INQUIRY."

COMPANY NAME:	
---------------	--

QUESTION/INQUIRY:	REFERENCE RFP SECTION AND PAGE NUMBER
1.	
2.	

The OLG/DCRT's strategic plans can be found at <http://www.crt.state.la.us/strategic-plan-for-the-office-of-the-lt-governor-and-dcrt>. Data, research, and reports on Louisiana's tourism industry are available at <http://www.crt.state.la.us/tourism/louisiana-research/index>.

Written inquiries must be received by the date and time specified in the Schedule of Events.

Official responses to all questions submitted by potential proposers will be posted by the date specified in the Schedule of Events at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> and www.crt.la.gov/tourism/rfp. The OLG/DCRT reserves the right to modify the RFP should a change be identified that is in the best interest of the OLG/DCRT, by issuing an addendum to the RFP. Addenda, if any, will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It shall be the responsibility of the proposer to check the website for addenda to the RFP.

Only the RFP Coordinator has the authority to officially respond to a proposer's questions on behalf of the OLG/DCRT. Any communications from any other individuals shall not be binding to the OLG/DCRT.

Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement's website <http://www.doa.la.gov/Pages/osp/Index.aspx>. In that LaPAC provides an immediate e-mail notification to subscribing bidders/proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/proposers must register in the LaGov portal. Registration is intuitive at the following link:

https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest_user=self_reg.

Help scripts are available on OSP website under vendor center at:

<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>.

1.14.3 Blackout Period

The blackout period is a specified period of time during a competitive sealed procurement process in which any proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the OLG/DCRT involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any contractor of the OLG/DCRT. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per proposer Inquiries section of this RFP. All communications to and from potential proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation's defined

method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded.

In those instances in which a prospective proposer is also an incumbent contractor, the OLG/DCRT and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the OLG/DCRT and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, proposer, or state contractor who violates the blackout period may be liable to the OLG/DCRT in damages and/or will be subject to any other remedy allowed by law.

Any costs associated with cancellation or termination of this solicitation will be the responsibility of the proposer.

Notwithstanding the foregoing, the blackout period shall not apply to:

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or proposers;
- Oral presentations during the evaluation process;
- Communications regarding a particular solicitation between any person and staff of OLG/DCRT provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

1.15 Errors and Omissions in Proposal

The OLG/DCRT reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

1.16 Changes, Addenda, Withdrawals

The OLG/DCRT reserves the right to change the Schedule of Events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

It shall be the responsibility of the proposer to check the website for addenda to the RFP.

1.17 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To withdraw a proposal, a written request signed by the authorized representative of the proposer must be submitted to the RFP coordinator identified in the RFP.

1.18 Waiver of Administrative Informalities

The OLG/DCRT reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

1.19 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way shall constitute a commitment by the OLG/DCRT to award a contract. The OLG/DCRT shall reserve the right to accept or reject, in whole or part, all proposals submitted and/or to cancel this RFP if it is determined to be in the OLG/DCRT's best interest.

1.20 Ownership of Proposal

All materials submitted in response to this RFP shall become the property of the OLG/DCRT. Selection or rejection of a proposal shall not affect this right.

1.21 Cost of Offer Preparation

The OLG/DCRT shall not be liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer in responding to this RFP shall be entirely the responsibility of the proposer and shall not be reimbursed in any manner by the OLG/DCRT.

1.22 Taxes

Contractor shall be responsible for payment of all applicable taxes from the funds received under a contract resulting from this RFP.

In accordance with La. R.S. 39:1624(A)(10), the Louisiana Department of Revenue (LDR) must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR prior to the approval of the contract by the Office of State Procurement. The prospective contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment I, submitted with its proposal. The prospective contractor also agrees to provide its seven-digit LDR Account Number to the OLG/DCRT so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the LDR is a necessary precondition to the approval and effectiveness of the contract by the Office of State Procurement. The OLG/DCRT reserves the right to withdraw its consent to the contract without penalty and proceed with alternate arrangements should the prospective contractor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

1.23 Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:2536. The OLG/DCRT must find that the selected proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the OLG/DCRT to make its determination by presenting acceptable evidence of the above to perform the contracted services.

1.24 Use of Subcontractors

The OLG/DCRT shall have a single prime contractor for each component, unless otherwise determined, as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP, the proposal, and the contract. This general requirement notwithstanding, proposers may enter into subcontractor arrangements yet shall acknowledge in their proposals total responsibility for the entire contract.

If collaborating with other business entities or individuals in the submission of its proposal, the proposer must submit with its proposal the agreements that describe the collaboration, must designate a single point of contact for the collaboration, and must designate a single contracting entity should the proposer be awarded a contract resulting from this RFP.

If the proposer intends to subcontract for portions of the work, the proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP shall also be required for each subcontractor, if requested by the OLG/DCRT. The prime contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the OLG/DCRT, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the OLG/DCRT.

1.25 Written or Oral Discussions/Presentations

The OLG/DCRT, at its sole discretion, may require all proposers reasonably susceptible of being selected for an award (based on preliminary round scores) to provide an oral presentation of how they propose to meet the OLG/DCRT's program objectives. Commitments made by the proposer at the oral presentation, if any, will be considered binding. If oral presentations are held, OLG/DCRT reserves the right to adjust the original technical scores based upon information received in the presentation, using the stated evaluation criteria.

Oral presentations are an opportunity for proposers to clarify and elaborate on their written proposals, in response to the evaluation team members' inquiries or otherwise, thereby providing the evaluation team more information about the criteria by which the proposers are evaluated. Proposers selected to present to the evaluation team may be expected to prepare and present a hypothetical task for the oral presentation. The details of the presentation will be included in the proposer's invitation.

Proposer agrees to waive its rights against the State of Louisiana, an agency, board, commission, officer, agent, and employee in any claim that may arise out of the use of any ideas, images, methodology, music, verbiage, or other intellectual property submitted or presented in the oral presentations.

1.26 Acceptance of Proposal Content

All proposals will be reviewed by the OLG/DCRT to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

1.27 Evaluation and Selection

Compliant proposals will be evaluated by an evaluation team, to be designated by the OLG/DCRT. The evaluation team will use consensus scoring to determine the proposals most advantageous to the OLG/DCRT, taking into consideration price and other evaluation factors set forth in the RFP.

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any proposer or proposal. Such input may include, but not be limited to, analysis of proposer financial statements, review of technical requirements, or preparation of cost score data.

1.28 Best and Final Offers (BAFO)

The OLG/DCRT reserves the right to conduct a BAFO with one or more proposers identified by the evaluation team to be reasonably susceptible of being selected for an award. If conducted, the proposers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist the OLG/DCRT in clarifying the scope of work or to obtain the most cost effective pricing available.

The written invitation to participate in BAFO will not obligate the OLG/DCRT to a commitment to enter into a contract.

1.29 Contract Award and Execution

The OLG/DCRT reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. The OLG/DCRT reserves the right to contract for all or a partial list of services offered in the proposals.

The RFP, including any addenda, and the selected proposal(s) shall become part of the contract(s) resulting from this RFP.

The selected proposer(s) for Component 1 shall be expected to enter into a contract that is substantially the same as the Sample Contract, Attachment III. The selected proposer(s) for Components 2 and 3 shall be expected to enter into a contract that is substantially the same as the Sample Contract, Attachment III with the exception of the "Scope of Services," which will be tailored to Public Relations Services (Component 2) and Website Creation and Management/Social Media/Digital Marketing. A proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The proposer shall submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected proposer.

If the contract negotiation period exceeds 15 business days, or if the selected proposer fails to sign the final contract within 5 business days of delivery, the OLG/DCRT may elect to cancel the award and award the contract to the next-highest-ranked proposer.

1.30 Notice of Intent to Award

The evaluation team shall compile the scores and make a recommendation to the head of the OLG/DCRT on the basis of the responsive and responsible proposer(s) with the highest score(s).

The OLG/DCRT reserves the right to select multiple contractors for any component if it serves the OLG/DCRT's best interests.

The OLG/DCRT will notify the successful proposer(s) and proceed to negotiate terms for final contract(s). OLG/DCRT anticipates any contract(s) let via this RFP will be negotiated, executed, and approved by the Fiscal Year 2020-21 (July 1, 2020). Unsuccessful proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq.), scores of each proposal considered, along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.

The award of a contract shall be subject to the approval of the Division of Administration, Office of State Procurement.

The OLG/DCRT reserves the right to make multiple awards.

1.31 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

1.32 Insurance Requirements for Contractors

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

1.32.1 Contractor's Insurance

The contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount.

1.32.2 Minimum Scope and Limits of Insurance

1.32.2.1 Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the state of the contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

1.32.2.2 Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

1.32.2.3 Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

1.32.2.4 Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

1.32.2.5 Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason except non-payment of premium.

1.32.3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the OLG/DCRT. The contractor shall be responsible for all deductibles and self-insured retentions.

1.32.4 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1.32.4.1 Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

The OLG/DCRT, its officers, agents, employees, and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the OLG/DCRT.

The contractor's insurance shall be primary as respects the OLG/DCRT, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the OLG/DCRT shall be excess and non-contributory of the contractor's insurance.

1.32.4.2 Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the OLG/DCRT, its officers, agents, employees, and volunteers for losses arising from work performed by the contractor for the OLG/DCRT.

1.32.4.3 All Coverages

All policies must be endorsed to require 30 days written notice of cancellation to the OLG/DCRT. A ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the contractor's policy. In addition, contractor is required to notify OLG/DCRT of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the OLG/DCRT to require proof of compliance, or OLG/DCRT's acceptance of a non-compliant certificate of insurance shall release the contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the OLG/DCRT for payment of premiums or for assessments under any form of the policies.

Any failure of the contractor to comply with reporting provisions of the policy shall not affect coverage provided to the OLG/DCRT, its officers, agents, employees and volunteers.

1.32.5 Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in Louisiana. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another certificate of insurance within 30 days.

1.32.6 Verification of Coverage

The contractor shall furnish the OLG/DCRT with certificates of insurance reflecting proof of required coverage. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the OLG/DCRT before work commences and upon any contract renewal or insurance policy renewal thereafter.

The certificate holder shall be listed as follows:

State of Louisiana

Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism, Its Officers, Agents, Employees, and Volunteers

1051 N. Third St., Baton Rouge, LA 70802

In addition to the certificates, the contractor shall submit to the OLG/DCRT the declarations page and the cancellation provision for each insurance policy. The OLG/DCRT reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the contractor to furnish, deliver, and maintain required insurance, the contract, at the election of the OLG/DCRT, may be suspended, discontinued, or terminated. Failure of the contractor to purchase and/or maintain any required insurance shall not relieve the contractor from any liability or indemnification under the contract.

1.32.7 Subcontractors

The contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The OLG/DCRT reserves the right to request copies of the subcontractor's certificates at any time.

1.32.8 Workers Compensation Indemnity

In the event the contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that contractor, its owners, agents, and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents, and employees shall in no circumstance be, or be considered as, the employer or statutory employer of contractor, its owners, agents, and employees. The parties further agree that the contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. The contractor hereby agrees to protect, defend, indemnify, and hold the State of Louisiana, its departments, agencies, agents, and employees harmless from any such assertion or claim that may arise from the performance of the contract.

1.33 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

The contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages, and costs of every name and description relating to personal injury and damage to property caused by the contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, the contractor will

indemnify, defend, and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the products furnished, or of any copyright, trademark, trade secret, or intellectual property right, provided that the State shall give the contractor: (i) prompt written notice of any action, claim, or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle, or defend such action, claim, or suit at the contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require the contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) an Authorized User's unauthorized modification or alteration of a Product, Material, or Service; ii) an Authorized User's use of the Product in combination with other products not furnished by the contractor; iii) an Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if the contractor believes that it may be enjoined, the contractor shall have the right, at its own expense and sole discretion, as the Authorized User's exclusive remedy, to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the contract.

For all other claims against the contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the contract, or two (2) times the charges rendered by the contractor under the contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue, or lost institutional operating savings.

The State and an Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the contractor, retain such monies from amounts due the contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

1.34 Payment

Payment terms shall be negotiated with the successful proposer(s).

1.34.1 Electronic Vendor Payment Solutions

The OLG/DCRT desires to make payments to the contractor(s) electronically. The method of payment will preferably be via EFT, a method in which payment is sent directly from the OLG/DCRT's bank to the payee's bank. Please see Attachment IV for additional information regarding electronic payment methods and registration.

1.35 Termination

1.35.1 Termination of the Contract for Cause

The OLG/DCRT may terminate the contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of the contract; provided the OLG/DCRT shall give the contractor written notice specifying the contractor's failure. If within thirty (30) calendar days after receipt of such notice, the contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the OLG/DCRT may, at its option, place the contractor in default and the contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

The contractor may exercise any rights available to it under Louisiana law to terminate the contract for cause upon the failure of the OLG/DCRT to comply with the terms and conditions of the contract provided that the contractor shall give the OLG/DCRT written notice specifying the OLG/DCRT's failure and a reasonable opportunity for the OLG/DCRT to cure the defect.

1.35.2 Termination of the Contract for Convenience

The OLG/DCRT may terminate the contract at any time without penalty by giving thirty (30) calendar days' written notice to the contractor of such termination or negotiating with the contractor an effective date. The contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.35.3 Termination for Non-Appropriation of Funds

The continuation of the contract shall be contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 as amended to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

1.36 Assignment

No contractor shall assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the OLG/DCRT. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the OLG/DCRT.

1.37 Right to Audit

The Louisiana legislative auditor, federal auditors and internal auditors of the OLG/DCRT, Office of the Inspector General, Division of Administration (DOA), or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable state and federal law. Records shall be made available during normal working hours for this purpose.

1.38 Civil Rights Compliance

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by the contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of the contract.

1.39 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the contractor in connection with the performance of the services contracted for herein shall become the property of the OLG/DCRT and, upon request, copies shall be delivered by the contractor to the OLG/DCRT, at the contractor's expense, at termination or expiration of the contract.

1.40 Entire Agreement/ Order of Precedence

The contract, together with the RFP and addenda issued thereto by the OLG/DCRT, the proposal submitted by the contractor in response to this RFP, and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, the signed agreement (excluding the RFP and the contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the contractor's proposal.

1.41 Contract Modifications

No amendment or variation of the terms of the contract shall be valid unless made in writing, signed by the parties, and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

1.42 Substitution of Personnel

The contractor's personnel assigned to the contract shall not be replaced without the prior written consent of the OLG/DCRT. Such consent shall not be unreasonably withheld or delayed, provided an equally qualified replacement is offered. In the event that any contractor personnel become unavailable due to resignation, illness, or other factors (excluding assignment to a project outside the contract), outside of the contractor's reasonable control, as the case may be, the contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in its proposal.

1.43 Governing Law

The contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

1.44 Claims or Controversies

Any claim or controversy arising out of the contract shall be resolved by the provisions of La. R.S. 39:1672.2-1672.4.

1.45 Code of Ethics

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Code of Governmental Ethics (La. R.S. 42:1101 et seq.) if their company is awarded a contract resulting from this RFP. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.

1.46 Corporate Requirements

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to La. R.S. 12:301-302 from Louisiana's Secretary of State. If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana's Secretary of State.

1.47 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the proposer must have considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The proposer also shall not have retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The OLG/DCRT reserves the right to reject the response of the proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

PART 2: SCOPE OF WORK/SERVICES

2.1 Scope of Work

The services provided by the contractors under Components 1, 2, and 3 will be coordinated. While the RFP is divided into three components, it is understood that there will be overlap among tasks that fall within each component. The contracts awarded will be non-exclusive. The OLG/DCRT reserves the right to otherwise provide or contract for any of these services via some other source, and to award multiple contracts for one or more components.

The dollar amount allocated to any one component or to any one contractor will be determined during contract negotiations, and each contract will reflect a maximum dollar amount payable under that contract. However, all payments will be based on actual work performed, in accordance with the process for approval of projects.

Projects within each component will be requested by the OLG/DCRT on an as-needed basis through work orders. Work orders will outline the goals and objectives of each project or task requested of the contractor by OLG/DCRT, performance requirements, timeline for completion, estimated cost (inclusive of contractor cost and based on approved hourly rates) and other pertinent details. Services are not compensable unless approved by OLG/DCRT PRIOR TO COMMENCING WORK. The OLG/DCRT may issue standing work orders or approvals for repeated or standard tasks.

The Contractor(s) must be able to coordinate services as requested to support OLG/DCRT internal staff, including account management, project management, and supervision, as applicable. This includes the development of timelines and schedules, participation in meetings, reporting on account activities, accounting, and billing. It is expected that if multiple Contractors are selected, that the Contractors will work seamlessly with other Contractors that are awarded contracts by the OLG/DCRT. Additionally, the OLG/DCRT reserves the right to assign one Contractor to serve as the project/program manager for all work performed under any/all contracts awarded pursuant to this RFP.

2.1.1 Component 1: Creative/Marketing/Media Buying/Brand Identity

The Contractor(s) selected for Component 1 will be responsible for the creative development and implementation of a comprehensive, research-based marketing, media, and communications plan/campaign strategically designed to achieve the objectives of the OLG/DCRT. The plan shall integrate advertising, public relations, internet-based marketing, product development, sponsorships, promotions, industry sales, brand development, account management services, and any other approved initiatives.

2.1.2 Component 2: Public Relations

The Contractor(s) selected for Component 2 will be responsible for the development and execution of a research-based, strategic Public Relations Plan for the OLG/DCRT designed to generate positive earned media awareness of Louisiana as a tourism destination and to achieve other objectives and initiatives approved by the OLG/DCRT. The Public Relations Plan shall be developed, integrated, and implemented in coordination with the development and implementation of the overall plan/campaign and shall support the plan/campaign.

2.1.3 Component 3: Website Creation/Management/Social Media/Digital Marketing

The Contractor(s) selected for Component 3 will be responsible for the enhancement, development, design, integration, and support of the OLG/DCRT's existing website, <https://www.LouisianaTravel.com>, including related portals, content management tools, future websites, web applications and databases, as well as targeted digital communication tools (e.g., e-newsletters, social media campaigns).

The Contractor(s) shall also be responsible for hosting the websites at a secure, professional data center with N+1 redundancy.

2.2 Tasks and Services

2.2.1 Component 1: Creative/Marketing/Media Buying/Brand Identity

The Contractor(s) selected for Component 1 may be required to perform some or all, but not limited to, the following duties:

- a. Assist in the overall creation of marketing strategy and brand positioning.
- b. Maintain all graphic standards and visual identity of OLG/DCRT to maintain consistency in advertising and external communications.
- c. Analyze the marketing and advertising needs of OLG/DCRT. Develop and manage an integrated strategy and plan.
- d. Develop print, digital, broadcast, and/or outdoor ad campaign(s) based on research and analysis.
- e. Perform/coordinate campaign production services including, but not limited to: creative concept, graphic design, photography, proofreading, copywriting, video production, editing, casting, talent, and ownership negotiations.
- f. Acquire, store, manage, and maintain the OLG/DCRT's visual assets (including photography, film, etc.) and all documents, materials, and creative work product.
- g. Maintain documentation/information that sets forth the OLG/DCRT's rights and/or limitations on use of OLG/DCRT's visual assets.
- h. Perform media buying services to purchase advertising across all types of media, including but not limited to: pre-buy analysis, media planning, media buying (negotiating best rates and placements), trafficking, and post-buy analysis. Media targets may include in-state, regional, national, and international audiences.
- i. Field, evaluate, make media recommendations (to OLG/DCRT), and respond to unsolicited advertising opportunities on behalf of OLG/DCRT.
- j. Duplicate, traffic, and track all media and make adjustments to the buy/play as necessary.
- k. Develop and manage cooperative advertising programs in association with approved media plans to include identification of cooperative opportunities, solicitation of participation, and recommendation of pricing for the programs.
- l. Verify media invoices.
- m. Design, develop, and execute projects including but not limited to newsletters, posters, signage, vehicle wraps, and other promotional materials and efforts.
- n. Account management, including status reports and project calendars.

2.2.2 Component 2: Public Relations

The Contractor(s) selected for Component 2 may be required to perform some or all, but not limited to, the following duties:

- a. Develop/maintain relationships with key media contacts to ensure consistent and aggressive editorial outreach.
- b. Plan and implement media familiarization tours/events.
- c. Develop and pitch stories to media.
- d. Coordinate and direct logistics of special events.
- e. Work with appropriate staff on crisis/emergency management.
- f. Fulfill media requests.
- g. Write speeches/provide talking points.
- h. Provide content for special requests or projects.
- i. Account management, including status reports and project calendars.

2.2.3 Component 3: Website Creation/Management/Social Media/Digital Marketing

The current technical environment of LouisianaTravel.com is as follows:

LouisianaTravel.com is currently hosted on virtual web, database, and file servers in the Acquia Cloud Enterprise hosting platform. The platform provides redundant load balancer, web, database, and file servers, as well as Drupal-focused maintenance features and 24/7 support. Cloudflare is employed to protect, via Cloudflare's Web Application Firewall, and enhance, via Cloudflare's Content Delivery Network, all sites hosted with Acquia.

LouisianaTravel.com currently uses the Drupal 7.67 Content Management Framework (CMF). Conversion to Drupal 8 is expected to be complete in May, 2020. LouisianaTravel.com stores data on a MySQL 5.6 database that runs on a Percona Server. LouisianaTravel.com uses the Crowdriff social media APP API. Visit and review www.LouisianaTravel.com online to see how the components above work together on the website.

Contractor(s) selected for Component 3 may be required to perform some or all, but not limited to, the following duties:

- a. Implement turnover plan with the current Contractor; determine whether to retain the current hosting service or move LouisianaTravel.com and all ancillary websites ("websites") to the contractor's preferred web hosting service. OLG/DCRT must approve the Contractor's proposed hosting service prior to migration. If the websites are ported to a new hosting service, they must be properly working, visual and functional facsimiles of the websites on the current hosting platform; quality assurance testing and problem resolution will be required to ensure a successful transition prior to launch. The Contractor may subsequently propose changes to improve the appearance, functionality, usefulness, and speed of the websites.
- b. Provide professional, competent, and experienced web scripting, coding, and programming; secure, manage, program, and backup Structured Query Language (SQL) database and MySQL database management system; create, manage, and modify digital content within the Drupal Framework employ skillsets in HTML, HTML5, CSS, Javascript, Javascript libraries (such as jQuery,

React, and Angular.js), Java, Python, Ruby, Hypertext Preprocessor (PHP); web audio and video technologies and new technologies such as WebVR.

- c. Ensure all content displays correctly on the most commonly used versions of industry standard browsers including Chrome, Firefox, Internet Explorer, Safari, and Opera.

- d. Provide web hosting data center's Service Level Agreement.

Service Level Agreement Criteria- OLG/DCRT requires high standards of performance from a professional web hosting firm.

- i) Services at a professional data center with 99.99% uptime and N+1 redundancy backed by an industry standard Service Level Agreement (SLA) stipulating time window for each level of service (prime time and non-prime time), escalation procedures, indemnification based on cost/service tradeoffs; review current Acquia web hosting to confirm N+1 redundancy and 99.99% uptime backed by an SLA, provide state with current SLA, and recommend updates to the existing SLA and/or recommend appropriate and cost-effective web hosting options addressing: uptime, N+1 redundancy, scalability, peak traffic, stability, SLA, facility reputation, years in business, number of clients, effective fire suppression technology, physical security, backup and recovery, replication, business continuity planning addressing time to recover from complete server destruction.
 - ii) Respond within 2 hours, 24 hours a day, 7 days a week, and 365 days per year (2 hr., 7x24x365) to outages that bring down LouisianaTravel.com. Response time for outages that bring down the ancillary websites shall be 4 hr., 7x24x365. Response time for outages that bring down related social media services shall be 12 hr., 7x24x365. Remedy for failure to meet certified response times shall be one day's service credit (up to 10 days) for each hour or fraction of an hour over the agreed upon response time. Remedy shall be waived for delays caused by force majeure events.
 - iii) Ensure that LouisianaTravel.com will be fully recovered from backup within 24 hours of loss or damage to the website. Failure to meet the agreed upon recovery time shall be 1 additional day's service credit (up to 20 days) for each hour or fraction of an hour over the agreed upon recovery time. Remedy shall be waived for delays caused by force majeure events.
 - iv) Respond promptly to State's requests for changes to the website, many of which will be time sensitive additions, deletions, and corrections to content. The contractor shall respond to requests in one hour or less during normal business hours (Monday – Friday, 8:00 a.m. – 4:30 p.m. Central Time); response to requests outside of normal business hours on weekdays shall be no later than 9:00 a.m. Central Time on the next business day; response time for support requests received Friday – Sunday outside of normal business hours shall be no later than 4:00 p.m. Central Time on the next business day, generally Monday.
- e. Analyze needs of LouisianaTravel.com, including front-end and back-end support and integration, content management and future site upgrades and enhancements (includes mobile-optimized site), portals, databases, and web applications.
- f. Maintain and manage Search Engine Optimization best practices and standards.
- g. Provide detailed monthly web analytics, archive all reports and analytics related reports or summaries for future trend analysis.

- h. Maintain current Drupal CMF, update to new versions of Drupal once they are stable, ensure security patches and updates are current, review and correct Drupal configurations as necessary for compatibility with version and security updates. Make routine design and copy changes to OLG/DCRT's websites, including uploading new images, graphics, videos, and documents..
- i. Provide Photography, videography, and audio creation and editing services.
- j. Produce and send e-newsletters to more than 300,000 subscribers in LouisianaTravel.com's database. Past newsletters are archived at http://enews.louisianatravel.com/archive.php?segment_id=120&utm_campaign=eblast&utm_medium=email&utm_source=mayemail-2016.
- k. Manage business and event listings on LouisianaTravel.com (see <http://data.LouisianaTravel.com/user/submitlisting/>).
- l. Develop new or adapt existing media landing pages for new advertising campaigns and include link tracking code for evaluating success.
- m. Manage, improve, monitor, and post regular updates to LouisianaTravel.com-related social media sites that include, but are not limited to, externally hosted Facebook page, Blog, Twitter, Flickr, YouTube, Pinterest, Google+ and Instagram.
- n. Detail an experienced social media specialist to manage, maintain, upload, and respond to all social media.
- o. Perform media buying services to purchase advertising across all types of media, including but not limited to: pre-buy analysis, media planning, media buying (negotiating best rates and placements), trafficking, and post-buy analysis. Media targets may include in-state, regional, national, and international audiences.
- p. Field, evaluate, make media recommendations (to OLG/DCRT), and respond to unsolicited advertising opportunities on behalf of OLG/DCRT.
- q. Duplicate, traffic, and track all media and make adjustments to the buy/play as necessary.
- r. Verify media invoices.
- s. Account management, including status reports and project calendars.

2.3 Deliverables

Deliverables include all of the project tasks and services described in this RFP in the above and foregoing paragraphs.

2.4 Technical Requirements related to IT Services

A proposer submitting a proposal in response to Component 3 must include in its proposal information sufficient to evidence the proposer's ability to perform the services and achieve the objectives outlined in this RFP, including Sections 2.1.3 Scope of Work/Services, 2.2.3 Tasks and Services.

2.5 Project Requirements

Provided in Sections 2.1 Scope of Work and 2.2 Task and Services

PART 3: EVALUATION

Proposals that pass the preliminary screening for substantial compliance and meet the mandatory requirements will be evaluated based on information provided in the proposal. If a proposer is submitting a proposal for more than one component, each proposal will be evaluated separately.

The evaluation team will evaluate the proposals and arrive at a consensus as to the assignment of points on each of the evaluation criteria below:

Criteria	Maximum Score
Company Background and Experience	35
Approach and Methodology	13
Proposed Staff Qualifications	15
Louisiana Veteran and/or Hudson Initiative <ul style="list-style-type: none"> • Up to 10 points available for Hudson-certified Proposers; • Up to 12 points available for Veteran-certified Proposers; • If no Veteran-certified Proposers, those two points are not awarded. See Section 3.1.3 for details.	12
Cost	25
TOTAL SCORE	100

The proposal will be evaluated in light of the material and the substantiating evidence presented to the OLG/DCRT, not on the basis of what may be inferred.

Proposer must receive a minimum score of 31.5 points, which is 50% of the total available points in the technical categories of Company Background and Experience, Approach and Methodology and Proposed Staff Qualifications to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.**

The scores on all criteria will be combined to determine the overall score. The proposer with the highest overall score will be recommended for award, or if the OLG/DCRT opts to hold Oral Presentations/Discussions, the overall scores will be used to determine which proposers will be invited to participate in such discussions.

3.1 Explanation of Criteria

3.1.1 Technical Qualifications

3.1.1.1 **Company Background and Experience:** Based on information and examples contained in the written proposal, how well did the proposer demonstrate its ability and capacity to perform the requested services and to meet or exceed the desired qualifications? How well did the proposer demonstrate its creativity, innovation, and quality of work and consistent positive financial standing and practices? Does the proposer show depth in tourism-related accounts? Is there strong evidence that the proposer is financially able to provide the service, if selected? **Maximum 35 points**

3.1.1.2 **Approach and Methodology:** Based on information and examples provided how well did the proposer demonstrate its methodology and practices ensure a consistent quality of work? Does the proposer have systems in place to deliver products/services in a timely manner? **Maximum 13 points**

3.1.1.3 **Proposed Staff Qualifications:** Based on information and examples contained in the written proposal, does the proposer's team meet or exceed the desirable qualifications? Has the majority of the proposer's team been with the proposer for more than 2 years? Does proposer's team have experience in tourism industry-related accounts? Does the majority of the team have more than 5 years' experience in its field? **Maximum 15 points**

3.1.2 Cost Proposal

3.1.2.1 **Cost Evaluation:** The proposer with the lowest total cost per Component being evaluated shall receive 25 points. Other proposers shall receive cost points based upon the formulas outlined on Attachments VI, VII and VIII, Cost Proposals.

3.1.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for proposers who are certified small entrepreneurships, or who will engage the participation of one or more certified small entrepreneurships as subcontractors. Reserved points shall be added to the applicable proposers' evaluation scores as follows:

B. Proposer Status and Allotment of Reserved Points

i. If the proposer is a certified Veterans Initiative small entrepreneurship, the proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.

ii. If the proposer is a certified Hudson Initiative small entrepreneurship, the proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.

iii. If the proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the proposer shall receive

points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.

iv. The formula for the Hudson/Veterans subcontractor calculation is: $(A/B)*C=D$ where A = the eligible subcontractor work; B = the estimated value of the three year contract being evaluated; C = the number of Hudson/Veterans reserved points; and D = points earned.

For purposes of this Hudson Veterans points calculation only, the estimated value of the three year contract used in the formula will be:

Component 1: \$20,700,000.00

Component 2: \$600,000.00

Component 3: \$10,500,000.00

This is not a guarantee of awarded contract value and is for the Hudson/Veterans subcontractor score calculation purposes only.

Example: Company ABC for Component 1 will use a Veteran-certified small entrepreneurship that is projected to perform 10% of contract work and a Hudson-certified small entrepreneurship that is projected to perform 5% of contract work.

- Veteran: 10% of \$20,700,000 = \$2,070,000 (A) *divided by* \$20,700,000 (B – estimated value of contract) x 12 (C – Number of Veterans reserved points) = 1.2 points
- Hudson: 5% of \$20,700,000 = \$1,035,000 (A) *divided by* \$20,700,000 (B – estimated value of contract) x 10 (C – Number of Hudson reserved points) = .5 points. **Company ABC's score for Hudson/Veterans is 1.2 + .5 = 1.7 points**

v. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

If the proposer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the proposer must note this in its proposal and provide certificates from LED in order to receive the full amount of applicable reserved points.

If the proposer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Proposer shall provide the following information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:

- i. Subcontractor's name;
- ii. Subcontractor's Veterans Initiative and/or the Hudson Initiative certification;
- iii. A detailed description of the work to be performed; and
- iv. The anticipated percentage of work each subcontractor is anticipated to perform for the three-year contract term.

Note – *It is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.*

If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The proposer should provide a sufficiently detailed description of each subcontractor's work so the OLG/DCRT is able to determine if there is duplication or overlap, or if the subcontractor's services constitute a distinct scope of work from each of the other subcontractor(s).

PART 4: EVALUATION – Final Round/Oral Presentations

4.1 Oral Presentations are at the OLG/DCRT's option

The OLG/DCRT is not obligated to hold oral presentations. The OLG/DCRT may opt to hold oral presentations for one or more of the Components, but not all Components.

Should the OLG/DCRT choose to hold oral presentations, those proposers who have been determined to be reasonably susceptible of being awarded the contract(s) will be invited to participate.

If Oral Presentations are held for one or more of the Components, OLG/DCRT reserves the right to adjust the original technical scores based upon information received in the presentation, using the evaluation criteria.

The proposer(s) with the highest scored proposal(s) for each Component will be recommended for award. All proposers will be notified of the outcome.

PART 5: PERFORMANCE STANDARDS

5.1 Performance Requirements

The contractor shall provide account supervision and documentation, and shall communicate with the OLG/DCRT on the status and timeline of all projects requested and/or approved by the OLG/DCRT. Quarterly Progress Reports (quarterly reports shall be due to the OLG/DCRT no later than September 30, December 31, March 31, and June 30, of each calendar year for the duration of contract) shall be provided to the OLG/DCRT. Quarterly reports shall include: progress reports and budget reports itemized by project; accounting of all monies expended; a breakdown of commissions earned from media placements; list of services provided by third-party vendors/subcontractors with associated costs, noting which subcontractors are Louisiana Veteran or Hudson initiative-certified. All contractors may participate in weekly or bi-weekly status calls with appropriate OLG/DCRT staff.

The contractor shall maintain budget status control and appropriate records that may be audited by the responsible agencies of state government. If applicable, the contractor shall handle all detail of payment of media by furnishing billing, accounting, and substantiation for all media placed.

5.2 Performance Measurement/Evaluation/Monitoring Plan

5.2.1 Performance Measures/Evaluation:

Performance measures for contracts awarded pursuant to this RFP shall include the contractor's timely and successful performance and completion of the services required and to be performed pursuant to and consistent with the provisions, goals, and objectives of the contract. The contractor's performance will also be measured by the OLG/DCRT's achievement of its objectives and performance measures contained in the OLG/DCRT's Strategic Plan, as such relate to the project.

5.2.2 Monitoring Plan:

During the term of the contract(s), the contractor shall discuss with the OLG/DCRT's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, and any other matters related to the project. The OLG/DCRT Contract Monitor shall review with the contractor its plans for its performance of the duties and services hereunder prior to the performance thereof; shall review and approve drafts and layouts of creative work, written materials, proofs of materials, etc., prior to implementation, printing, release, and distribution; shall continually review and analyze the contractor's: performance of services pursuant to the contract, the contractor's invoices and quarterly written progress reports; the Contract Monitor shall ensure the contractor's compliance with the contract requirements and Scope of Services and determine progress made by the contractor.

The Contract Monitor shall also: (a) Contact the contractor for further detail, information, or documentation, or to secure any missing deliverables whenever necessary; (b) Ensure the items/payments requested on invoices are in compliance with the contract(s); (c) Maintain telephone and/or email contact with the contractor on contract activity and/or make visits to the contractor's site to review the progress and completion of the contractor's services, to ensure that performance goals are being achieved and to verify information when needed.

Between required performance reporting dates, the contractor shall inform OLG/DCRT of all problems, delays, or adverse conditions that will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time schedules and goals. The contractor's disclosure shall be accompanied by a statement describing the action taken or contemplated by the contractor, and any assistance that may be needed to resolve the situation.

5.3 Veteran and Hudson Initiative Programs Reporting Requirements

During the term of the contract, the contractor shall submit to OLG/DCRT quarterly reports (see section 5.1) detailing Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each. At the expiration of the contract, the contractor shall submit to OLG/DCRT a comprehensive list of all Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractors utilized during the term of the contract and the dollar amount of each.

If a contract is awarded to a proposer who proposed a good faith subcontracting plan, the OLG/DCRT, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit the contractor to determine whether the contractor has complied in good faith with its subcontracting plan. The contractor must be able to provide supporting documentation (i.e., phone logs,

fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the OLG/DCRT, LED, or the OSP Director that the contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

ATTACHMENT I: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments and addenda.

OFFICIAL CONTACT. The OLG/DCRT requests that the proposer designate one person to receive all documents and the method in which the documents are best delivered. The proposer should identify the name of the proposer's designated contact and fill in the information below: (Print Clearly or Type)

- A. Official Contact Name: _____
- B. E-mail Address: _____
- C. Phone Number with area code: () _____
- D. US Mail Address: _____

The proposer shall certify that the above information is true and shall grant permission to the State or OLG/DCRT to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, the proposer shall certify that:

1. The information contained in its response to this RFP is accurate.
2. The proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein.
3. The proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. The proposer's proposal, including its cost proposal, shall be valid for at least 90 calendar days from the date of the signature below.
5. The proposer understands that if selected as the successful proposer, the proposer will have 30 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. The proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that its company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the Internet at <https://www.sam.gov>).
7. The proposer understands that, if selected as a contractor, the Louisiana Department of Revenue (LDR) must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. The proposer shall comply with La. R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified or by providing an exemption from the tax clearance requirement issued by the LDR.

8. The proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The OLG/DCRT reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
9. The proposer certifies and agrees that the following information is correct: In preparing its response, the proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.
10. The proposer certifies that the cost submitted was independently arrived at without collusion.

Signature of Proposer or
Proposer's Authorized
Representative

Typed or Printed Name:

Date:

Title:

Company Name:

Address:

City:

State:

Zip:

ATTACHMENT II: CERTIFICATION OF MINIMUM MANDATORY REQUIREMENTS

The undersigned hereby certifies that:

- The proposer is able to physically attend meetings in Baton Rouge within 24 hours' notice.
- The proposer, founded/established in _____ (*insert year and attach business filing/Secretary of State documentation*), has been in operation for at least two years.
- If collaborating with other business entities or individuals in the submission of its proposal, the proposer has submitted with its proposal the agreements that describe the collaboration, has designated a single point of contact for the collaboration, and has designated a single contracting entity should the proposer be awarded a contract resulting from this RFP. (Reference Sections 1.1 and 1.24)
- If the proposer cannot comply with any of the terms contained within the Sample Contract (Attachment III), the proposer has submitted its explanation, exceptions, and proposed modifications. (Reference Section 1.9.3)
- If the proposer is a business certified through the LaVet and/or Hudson Initiative programs, and/or the proposer has included a subcontractor certified through the LaVet and/or Hudson Initiative programs in its proposal, the proposer has submitted with its proposal all the documentation and information required by Section 1.9.7 and the statutes and regulations referenced therein.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____

State: _____

Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT III: SAMPLE CONTRACT (Component 1)

CONTRACT BETWEEN STATE OF LOUISIANA

NAME OF DEPARTMENT/AGENCY

Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism

AND

CONTRACTOR NAME

TBD

CONTRACT NUMBER (ISIS/LAGOV)

TBD

TYPE OF SERVICES TO BE PROVIDED

PROFESSIONAL SERVICES ☐ CONSULTING SERVICES ☒ SOCIAL SERVICES ☐ PERSONAL SERVICES ☐

CONTRACTOR (Legal Name if Corporation)

TBD

FEDERAL EMPLOYER TAX ID NUMBER

TBD

STATE LDR ACCOUNT #

TBD

STREET ADDRESS

TBD

TELEPHONE NUMBER

TBD

CITY TBD **STATE** TBD **ZIP CODE** TBD

BE IT KNOWN, the State of Louisiana, Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism, hereinafter sometimes referred to as "State" or "DCRT," and (*insert contractor name*) hereinafter sometimes referred to as the "Contractor," do hereby enter into this contract under the following terms and conditions.

1. TERM OF CONTRACT

This Contract shall begin on July 1, 2020, and shall end on June 30, 2023. With all proper approvals and concurrence of the Contractor, the State may exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms, and conditions of the initial Contract term. Prior to the extension of the Contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the Contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract.

2. COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this Contract, the State hereby agrees to pay to Contractor a maximum fee of \$ _____, subject to full funding by the Legislature, budget reductions, and approval of the Louisiana Tourism Promotion District. Payments are predicated upon successful completion of the services described in *Description of Services* and acceptance of deliverables described in *Acceptance of Deliverables*; receipt of an invoice; and written approval of the DCRT Undersecretary.

Travel and other reimbursable expenses constitute part of the total maximum payable under the Contract. All travel must be preapproved by the State and will be reimbursed in accordance with the Louisiana Division of Administration Policy and Procedure Memorandum 49 (the State General Travel Regulations).

The State shall make every reasonable effort to make payments within 25 days of receiving an invoice. Contractor shall comply with the Division of Administration State General Travel Regulations, as set forth in the Division of Administration Policy and Procedure Memorandum No. 49.

PROHIBITION AGAINST ADVANCE PAYMENTS

No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law.

3. GOALS AND OBJECTIVES

The goals and objectives of this Contract are for the Contractor to provide assistance to the OLG/DCRT in developing and executing a strategic marketing and communication plan for the OLG/DCRT, to help the OLG/DCRT achieve its objectives through the creation and execution of marketing initiatives and communication strategies by providing the OLG/DCRT greater access to the most creative, innovative, and effective methods. This will assist the OLG/DCRT in increasing the number of visitors to the Louisiana, in-state visitor spending, and tourism-related jobs in Louisiana.

4. DESCRIPTION OF SERVICES

Contractor agrees to furnish services to State as specified in this Section and in any attachments. A Contractor for Component 1 is responsible for the creative development and implementation of a comprehensive, research-based marketing, media and communications plan/campaign strategically designed to achieve the marketing objectives of the OLG/DCRT. The plan shall integrate advertising, public relations, internet-based marketing, product development, sponsorships, promotions, industry sales, brand development, account management services, and any other approved initiatives.

A full description of the scope of services is contained in the following documents, which are made a part of this Contract:

- Exhibit A: Statement of Work
- Exhibit B: Contractor Personnel and Other Resources
- Exhibit C: State Furnished Resources
- Exhibit D: Insurance Requirements for Contractors

Contractor must obtain approval from the OLG/DCRT before contracting with other tourist destinations and competitors (e.g., convention and visitors bureaus, tourist commissions, other state tourism offices).

5. DELIVERABLES

The Contract will be considered complete when Contractor has delivered and OLG/DCRT has accepted all deliverables specified in the Statement of Work.

ACCEPTANCE OF DELIVERABLES

Deliverables shall be submitted, reviewed, and accepted according to the following procedure:

- A. *General.* The OLG/DCRT shall accept work performed in accordance with the Statement of Work and/or as subsequently modified in OLG/DCRT-approved documents.
- B. *Submittal and Review.* Contractor shall provide written notification to the Contract Monitor that a Deliverable is completed and available for review and acceptance.

Upon Contractor's written notification, the Contract Monitor shall review the Deliverable within 10 business days. Within this period, the Contract Monitor shall direct the appropriate review process; coordinate any review outside the project team; and present results to any appropriate committee(s) for acceptance. The review process shall be comprehensive—identifying all items that must be modified or added.

- C. *Acceptance or Rejection.* A Deliverable shall be considered accepted unless, within the 10 business days, the Contract Monitor notifies the Contractor in writing that the Deliverable is rejected and specifies the items that, if modified or added, will cause the Deliverable to be accepted. A failure to submit all or any essential part of a Deliverable shall be cause for rejection of the Deliverable.
- D. *Resubmitting Deliverables.* Contractor shall provide written notification to the Contract Monitor when the Contractor resubmits a Deliverable for acceptance. The Contract Monitor shall review the resubmitted Deliverable within 5 business days. A resubmitted Deliverable shall be considered accepted unless, within this period, the Contract Monitor notifies the Contractor in writing that the resubmitted Deliverable is rejected and specifies the items that, if modified or added, will cause the resubmitted Deliverable to be accepted. The parties shall repeat this process until the resubmitted Deliverable is accepted, or the OLG/DCRT determines that the Contractor has breached the Contract and places the Contractor in default.

6. TERMS OF PAYMENT

The Contractor may submit invoices, not more frequently than monthly. If progress and/or completion of services are provided to the satisfaction of the OLG/DCRT, payments are to be made as follows:

- 1. All payments will be tied to actual work performed. There is no minimum guaranteed amount to be paid. Contractor will only be paid for actual, approved work on a project-by-project basis.
- 2. Unless pre-approved by the OLG/DCRT, Contractor **shall not** bill the OLG/DCRT for travel time or travel costs for travel to Baton Rouge.
- 3. Unless pre-approved by the OLG/DCRT, Contractor **shall not** bill the OLG/DCRT for time or travel costs to attend the Louisiana Tourism Summit or any other industry meeting/event unless pre-approved by the OLG/DCRT.
- 4. Payments will be made only upon approval of the Contract Monitor, her designee(s), supervisor(s), or successor, as follows:
 - a. For media advertising placed by Contractor, Contractor will earn ____% gross media commission (e.g., \$1,000 net media buy = \$1,176.47 gross. Contractor invoices OLG/DCRT ____% of gross added to net.)
 - b. OLG/DCRT agrees to pay the Contractor according to the following rate schedule, with the exception of those employees whose services are deemed fully compensated by media commission earned through the placement of advertising by the Contractor on behalf of the OLG/DCRT. All other services not referred to specifically in the Contract shall be compensated at the rate of \$_____ per hour.

<u>Employee Title</u>	<u>Hourly rate, in dollars, per hour</u>
-----------------------	--

- | | |
|-----------------------------|----|
| Creative Director | \$ |
| Art Director | \$ |
| Copywriter | \$ |
| Account Manager | \$ |
| Account Executive | \$ |
| Assistant Account Executive | \$ |
5. Expenses, viz. telephone charges, materials for meeting preparations, shipping, etc., and other expenses incurred in the course of performing the services required under this Contract may be billed to the OLG/DCRT on a cost basis except for normal business long distance calls made within the state.
 6. Contractor shall invoice the OLG/DCRT monthly for labor hours and expenses at the rates and in accordance with the terms specified herein.
 7. Contractor shall submit original, numbered invoices, which shall be accompanied by an itemized description of what is being billed. Timesheets shall include employee name, hourly rate, date work was performed, brief description of work performed and number of hours spent on described task.
 8. Invoices for media shall include vendor billing, commission charged, and substantiation of placement (i.e., printed tear sheets, broadcast affidavits, screen shots for digital media).
 9. All invoices shall be received by the OLG/DCRT no later than ten (10) days after the expiration of this Contract.

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the Contract.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF

The Contract Monitor, her designee(s), supervisor(s), or successor.

7. VETERAN/HUDSON SMALL ENTREPRENEURSHIP PROGRAM PARTICIPATION

During the term of the Contract, Contractor shall submit to the OLG/DCRT quarterly reports which shall be due to the State no later than September 30, December 31, March 31, and June 30, of each calendar year during the term or extended term of this Contract, detailing Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each. At the expiration of the Contract, Contractor shall submit to the OLG/DCRT a comprehensive list of all Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractors utilized during the term of the Contract and the dollar amount of each.

8. SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this Contract shall not be replaced without the written consent of the OLG/DCRT. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any OLG/DCRT or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this Contract, outside of the OLG/DCRT's or Contractor's reasonable control, as the case may be, the OLG/DCRT or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

9. STATE FURNISHED RESOURCES

The OLG/DCRT shall appoint a Contract Monitor for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance

of this Contract, the assigned Contract Monitor shall be the principal point of contact on behalf of the OLG/DCRT and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

10. TAXES

Before the Contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the OLG/DCRT for this determination. The OLG/DCRT's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the OLG/DCRT may proceed with alternate arrangements without notice to the Contractor and without penalty.

11. TERMINATION

a. TERMINATION FOR CAUSE

Should the OLG/DCRT determine that the Contractor has failed to comply with the Contract's terms, the OLG/DCRT may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the OLG/DCRT determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the OLG/DCRT determines that the failure may be corrected, the OLG/DCRT shall give a deadline for the Contractor to make the correction. If the OLG/DCRT determines that the failure is not corrected by the deadline, then the OLG/DCRT may give additional time for the Contractor to make the corrections or the OLG/DCRT may notify the Contractor of the Contract termination date.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

b. TERMINATION FOR CONVENIENCE

The OLG/DCRT may terminate the Contract at any time without penalty by giving thirty (30) days' written notice to the Contractor of such termination or negotiating with the Contractor a termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent the OLG/DCRT determines that the work is acceptable.

12. REMEDIES FOR DEFAULT

Any claim or controversy arising out of this Contract shall be resolved by the provisions of La. R.S. 39:1672.2-1672.4.

13. GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

14. E-VERIFY

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

15. OWNERSHIP OF WORK PRODUCT

All software, data files, documentation, records, worksheets, intellectual property, or any other related materials developed under this Contract by Contractor or any subcontractors shall become the property of the OLG/DCRT upon creation. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of OLG/DCRT, and shall be delivered by Contractor to OLG/DCRT, at Contractor's expense, at termination or expiration of the Contract.

16. DATA/RECORD RETENTION

Contractor shall retain all its books, records, and other documents relevant to this Contract and the funds expended hereunder for at least five (5) years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this Contract. Contractor shall comply with all applicable State and Federal laws regarding data retention and provide for a transition period that accommodates all data retention requirements of the OLG/DCRT, including data retained and length of retention, following Contract termination, regardless of the reason for Contract termination. Additionally, all OLG/DCRT data must be sanitized in compliance with the most currently approved revision of NIST SP 800-66.

17. RECORD OWNERSHIP

All records, reports, documents and other material delivered or transmitted to Contractor by OLG/DCRT shall remain the property of OLG/DCRT, and shall be returned by Contractor to OLG/DCRT, at Contractor's expense, at termination or expiration of the Contract. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the OLG/DCRT, and shall be returned by Contractor to the OLG/DCRT, at Contractor's expense, at termination or expiration of the Contract.

18. CONTRACTOR'S COOPERATION

The Contractor has the duty to fully cooperate with the OLG/DCRT and provide any and all requested information, documentation, etc. to the OLG/DCRT when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the OLG/DCRT's right to audit nor shall Contractor withhold OLG/DCRT's owned documents.

19. ASSIGNABILITY

Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Contractor shall provide notice of the assignment to the OLG/DCRT and the Office of State Procurement. The OLG/DCRT will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the OLG/DCRT has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the OLG/DCRT. The OLG/DCRT's written consent of the transfer shall not diminish the OLG/DCRT's rights or the Contractor's responsibilities and obligations.

20. RIGHT TO AUDIT

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this Contract for a period of five years from the date of final payment under the prime Contract and any subcontract. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

21. FISCAL FUNDING

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

22. NON-DISCRIMINATION

Contractor agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Fair Housing Act of 1968; and, Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Contract.

23. CONTINUING OBLIGATION

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

24. ELIGIBILITY STATUS

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

25. CONFIDENTIALITY

Contractor shall protect from unauthorized use and disclosure all information relating to the OLG/DCRT's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the OLG/DCRT. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.

26. AMENDMENTS

Any modification to the provisions of this Contract shall be in writing, signed by all parties, and approved by the required authorities.

27. PROHIBITED USE OF FUNDS

Contractor shall not use funds received for services rendered under this Contract to urge an elector to vote for or against any candidate or proposition on an election ballot, or to lobby for or against any matter the Louisiana Legislature or a local governing authority is considering to become law. This provision shall not prevent the normal

dissemination of factual information relative to any proposition on an election ballot or any matter being considered by the Louisiana Legislature or a local governing authority.

28. SUBCONTRACTORS

The Contractor may, with prior written permission from the OLG/DCRT, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or OLG/DCRT for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

29. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

30. INTELLECTUAL PROPERTY

All intellectual property first developed by the Contractor for the OLG/DCRT under this Contract shall, to the fullest extent permitted by law, constitute a "work for hire" under United States copyright law. The OLG/DCRT, as sole owner of all intellectual property developed under this Contract, reserves the right to use, publish, or reproduce the intellectual property in whole or part in any media now known or later developed, and to authorize others to do so. Contractor shall secure for the OLG/DCRT any third party approval and licenses needed to reproduce deliverables. Contractor shall make every effort to secure the rights and licenses with third parties (e.g., talent, music, etc.) in perpetuity.

31. RESPONSIBILITY OF THE CONTRACTOR/THIRD PARTY APPROVALS

The Contractor shall obtain releases, licenses, permits or other authorization ("Third Party Approvals") to use photographs, copyrighted materials, music, art work, or any other property or rights belonging to third parties obtained by the Contractor for use in performing services for the OLG/DCRT, and the Contractor shall be responsible for any claims with respect to such use Contractor shall make every effort to secure the rights and licenses with third parties (e.g., talent, music, etc.) in perpetuity.

32. RESPONSIBILITY OF THE STATE

The OLG/DCRT shall obtain the same for any such items obtained by it which are used by the Contractor in performing such services, and shall be responsible for any claims with respect to such use. The OLG/DCRT uses its best efforts to ensure that any information about its products and services furnished to the Contractor by the OLG/DCRT in connection with the performance of this agreement is accurate and complete. The OLG/DCRT will be responsible for any claims arising out of any use the Contractor makes of such information, so long as the Contractor has not caused such claims by its negligence or reckless disregard.

33. TRANSITION

It is the mutual wish and desire of the Contractor to conduct a smooth, cooperative transition in the event another contractor is selected to perform the services described herein. Therefore, the Contractor agrees to turn over to the OLG/DCRT all documents and materials belonging to the OLG/DCRT within forty-five (45) days prior to the termination of this Contract.

34. INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages, and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor shall indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the

performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

35. INSURANCE

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. For insurance requirements, refer to Section 1.32 of RFP, Insurance Requirements for Contractors.

36. LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits and pay inspection fees required to do the work required to complete this Contract.

37. SECURITY

Contractor's personnel shall always comply with all security regulations in effect at the OLG/DCRT premises, and externally for materials belonging to the OLG/DCRT or to the project. Contractor is responsible for reporting any breach of security to the OLG/DCRT promptly.

38. CODE OF ETHICS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

39. SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

40. HEADINGS

Descriptive headings in this Contract are for convenience only and shall not affect the construction or meaning of contractual language.

41. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This Contract (together with the RFP and addenda issued thereto by the OLG/DCRT), the proposal submitted by the Contractor in response to the OLG/DCRT's RFP, and any exhibits specifically incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter.

This Contract shall, to the extent possible, be construed to give effect to all provisions contained therein. However, where provisions are in conflict, first priority shall be given to the provisions of the Contract and any amendments, excluding the RFP and the Proposal; second priority shall be given to the provisions of the RFP and any addenda thereto; and third priority shall be given to the provisions of the Proposal.

42. CONTRACT APPROVAL

This Contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with La. R.S.39:1595.1.

43. INSURANCE REQUIREMENTS FOR CONTRACTORS

See Section 1.32 of RFP, Insurance Requirements for Contractors.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month, and year first written above. IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES SIGNATURES:

WITNESSES SIGNATURES:

STATE AGENCY SIGNATURE:

By: _____
Title: _____

CONTRACTOR SIGNATURE:

By: _____
Title: _____

SAMPLE

EXHIBIT A: STATEMENT OF WORK

I. INTRODUCTION

In 2020, the OLG/DCRT issued an RFP to identify a single contractor or multiple contractors to assist the OLG/DCRT in the development and execution of a strategic marketing and communication plan/campaign ("Campaign") for the OLG/DCRT that will help the OLG/DCRT achieve the objectives outlined and further defined in the OLG/DCRT's Strategic Plan.

The Campaign will be developed by Contractors working collaboratively in three (3) essential areas, which are referred to as "Components:"

Component 1: Creative/Marketing/Media Buying/Brand Identity

Component 2: Public Relations

Component 3: Website Creation/Management/ Social Media/Digital Marketing

II. SCOPE OF SERVICES

Contractor shall provide services for Component 1, which include the creative development and implementation of a comprehensive, research-based marketing, media and communications plan/campaign strategically designed to achieve the marketing objectives of the OLG/DCRT. The plan shall integrate advertising, public relations, internet-based marketing, product development, sponsorships, promotions, industry sales, brand development, account management services and any other approved initiatives that further the Objectives set forth herein, in collaboration with other OLG/DCRT-selected contractors.

III. DESCRIPTION OF SERVICES/TASKS

All services rendered under this Contract shall be research-based, shall endeavor to produce measurable results, shall endeavor to demonstrate a positive return on investment, and shall be performed in accordance with the OLG/DCRT's Strategic Plan.

In connection with the Goals and Objectives of this Contract, Contractor agrees to work with the OLG/DCRT to provide the needed services described herein. The Contract shall be non-exclusive, and the OLG/DCRT shall have the right to contract for any of these services via some other source. Services shall be requested by the OLG/DCRT on an as-needed basis through work orders. Contractor shall submit work orders that include a plan for the execution of the task, proposed staffing, estimated cost (inclusive of Contractor costs and external costs) and other pertinent details. Services are not compensable unless first approved by the OLG/DCRT. The OLG/DCRT may request standing work orders for standard or repetitious tasks.

Contractor shall collaborate with other OLG/DCRT-selected Contractors for Components 1, 2 and 3 to create a fully integrated domestic and international Campaign.

Contractor shall be responsible for ensuring there are no errors or oversight in the final work products for Component 1, including, but not limited to, advertising, direct mail pieces, collateral materials or other items produced, including materials produced for domestic and international markets in English and foreign languages. The cost of correcting errors or oversights shall be the responsibility of the Contractor. However, the Contractor shall not be financially responsible for correcting errors in substantive content resulting from erroneous information presented to Contractor by the OLG/DCRT, or other third parties, including convention and visitors bureaus, or similar organizations, industry or trade organizations, attractions, etc.

Component 1: Creative/Marketing/Media Buying/Brand Identity

As Contractor for Component 1, Contractor may be required to perform some or all of the following tasks, as directed:

1. Assist in the overall creation of marketing strategy and brand positioning;
2. Maintain all graphic standards and visual identity of OLG/DCRT to maintain consistency in advertising and external communications.
3. Analyze the marketing and advertising needs of OLG/DCRT. Develop and manage an integrated strategy and plan.
4. Develop print, digital, broadcast, and/or outdoor ad campaign(s) based on research and analysis.
5. Perform/coordinate campaign production services including but not limited to: creative concept, graphic design, photography, proofreading, copywriting, video production, editing, casting, talent and ownership negotiations
6. Acquire, store, manage, and maintain the OLG/DCRT's visual assets (including photography, film, etc.) and all documents, materials and creative work product developed pursuant to this Contract.
7. Maintain documentation/information that sets forth the OLG/DCRT's rights and/or limitations on use of OLG/DCRT's visual assets.
8. Perform media buying services to purchase advertising across all types of media, including but not limited to: pre-buy analysis, media planning, media buying (negotiating best rates and placements), trafficking and post-buy analysis. Media targets may include in-state, regional, national and international audiences.
9. Field, evaluate, make media recommendations (to OLG/DCRT), and respond to unsolicited advertising opportunities on behalf of the OLG/DCRT.
10. Duplicate, traffic, and track all media and make adjustments to the buy/play as necessary.
11. Develop and manage cooperative advertising programs in association with approved media plans to include identification of cooperative opportunities, solicitation of participation and recommendation of pricing.
12. Verify media invoices.
13. Design, develop, and execute projects including but not limited to newsletters, posters, signage, vehicle wraps, and other promotional materials and efforts.
14. Account management, including status reports and project calendars.

IV. SCHEDULE REQUIREMENTS

All work will be assigned on a per-project basis. Each project will have its own goals, deliverables, and timelines. See Procedures for Project Initiation and Approval.

V. PERFORMANCE MEASURES AND MONITORING PLAN

- a. **PERFORMANCE MEASURES:** Performance measures shall include the Contractor's timely and successful performance and completion of the services required and to be performed pursuant to and consistent with the provisions, goals, and objectives of the Contract. Contractor's performance will also be measured by the OLG/DCRT's achievement of its objectives and performance measures contained in the OLG/DCRT's Strategic Plan.

The performance of the Contract will be measured by the Contract Monitor, authorized on behalf of the State, to evaluate the Contractor's performance against the criteria in the Statement of Work and are identified as:

The timely production of creative concepts, copy, layouts, advertising, brochures, graphics, proposals, print advertising, television, and radio spots; timely completion of projects authorized by the State pursuant to this Contract; and Contractor's timely submission of quarterly progress reports.

- b. **MONITORING PLAN:** The OLG/DCRT Contract Monitor will monitor the services provided by the Contractor and the expenditure of funds under this Contract. The Contract Monitor will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance.

All work will assigned on a per-project basis. Each project will have its own goals, deliverables, and timelines (see Procedures for Project Initiation and Approval). During the term of the Contract, Contractor shall discuss with OLG/DCRT's Contract Monitor the progress and results of each project, ongoing plans for the continuation of each project, and any other matters related to approved projects. The OLG/DCRT Contract Monitor shall review with the Contractor its plans for its performance of the duties and services hereunder prior to the performance thereof; shall review and approve drafts and layouts of creative work, written materials, proofs of materials, etc., prior to implementation, printing, release, and distribution; shall continually review and analyze Contractor's performance of services pursuant to Contract and Contractor's written progress reports and invoices; Contract Monitor shall ensure Contractor's compliance with Contract requirements and Scope of Services and determine progress made by Contractor.

The Contract Monitor shall also: (a) Contact Contractor for further detail, information, or documentations, or to secure any missing deliverables whenever necessary; (b) Assure the items/payments requested on invoice are in compliance with Contract; (c) Maintain telephone and/or email contact with Contractor on Contract activity and/or make visits to Project site to review the progress and completion of Contractor's services, to assure that performance goals are being achieved and to verify information when needed.

Between required performance reporting dates, Contractor shall inform OLG/DCRT of all problems, delays, or adverse conditions that will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time schedules and goals. Contractor's disclosure shall be accompanied by a statement describing the action taken or contemplated by Contractor and any assistance which may be needed to resolve the situation.

VI. PROCEDURES FOR PROJECT INITIATION AND APPROVAL

Prior to commencing any specific work, initiative, program, promotion, public/private partnership, or other project under this Contract ("Project"), the Contractor shall request written approval from the OLG/DCRT, in the form of a work order, to include the following information:

- A description of the Project
- Creative and/or artistic concept
- Cost estimate including, if applicable, personnel costs, billable hours, third party expenses, media costs, materials, etc.

- Estimated duration of Project
- Project deliverables

The OLG/DCRT will document receipt of all work orders. Contractor shall only have the authority to commence work upon its receipt of the OLG/DCRT's written approval of work orders.

- In order to receive written approval of Project from OLG/DCRT, re-writes of the work order may be required of Contractor.
- The OLG/DCRT may cancel any scheduled Project due to non-availability of funds.
- All newly created materials must be reviewed and approved in writing by State prior to submission to third parties, including media outlets.
- Upon request, following the completion of a Project, Contractor shall evaluate Project and provide State a written analysis on the value derived.

VII. DELIVERABLES

Contractor agrees to provide the following deliverables within the time frames specified herein:

Contractor shall provide to the OLG/DCRT: (1) the services contracted for under this Contract, including copies of all materials, items, or documents prepared or obtained by the Contractor pursuant to this Contract, and all copy, artwork, layouts, designs, photographs, proposals, graphics, DVDs, and other such materials prepared, generated, or obtained in connection with the services provided pursuant to this Contract; (2) Invoices requesting payments due hereunder, including a summary description or brief recap of the Contractor's services provided pursuant to and in fulfillment of the goals and objectives of this Contract during the previous period which are included in the invoice.

Additionally, Contractor shall submit to the OLG/DCRT written quarterly Progress Reports summarizing activities performed pursuant to this Contract. Such quarterly reports shall be due to the OLG/DCRT no later than September 30, December 31, March 31, and June 30, of each calendar year during the term or extended term of this Contract.

EXHIBIT B: CONTRACTOR PERSONNEL AND OTHER RESOURCES

CONTRACTOR RESOURCES

Contractor agrees to provide the following Contract-related resources:

- A. *Contract Monitor.* Contractor shall provide a Contract Monitor to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and supervision of Contractor’s employees. Contract Monitor shall possess the technical and functional skills and knowledge to direct all aspects of the Project.

- B. *Key Personnel.* Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by Contractor are listed below under “Contractor Personnel.”

- C. *Personnel Changes.* Contractor's Project Manager and other key personnel assigned to this Contract shall not be replaced without the written consent of the OLG/DCRT. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any OLG/DCRT or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this Contract, outside of the OLG/DCRT’s or Contractor's reasonable control, as the case may be, the OLG/DCRT’s or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

CONTRACTOR PERSONNEL

The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

<u>Name</u>	<u>Company Responsibilities</u>	<u>Classification Rate</u>	<u>Expected Duration</u>
TBD			

EXHIBIT C: STATE FURNISHED RESOURCES

STATE FURNISHED RESOURCES

The OLG/DCRT shall appoint a Contact Monitor who will provide oversight of the activities conducted hereunder. Notwithstanding Contractor's responsibility for management during the performance of this Contract, the assigned Contract Monitor shall be the principal point of contact on behalf of the OLG/DCRT and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

SAMPLE

ATTACHMENT IV: ELECTRONIC VENDOR PAYMENT SOLUTION

In an effort to increase efficiencies and effectiveness and to be strategic in utilizing technology and resources, the OLG/DCRT intends to make all payments to the contractor electronically. The contractor will receive electronic payment for all payments by enrolling in the Electronic Funds Transfer (EFT).

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that the contractor have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically.

Additional information and an enrollment form is available at:

<http://www.doa.la.gov/osrap/ISIS%20EFT%20Form.pdf>

To facilitate this payment process, the selected proposer(s) must complete and return the EFT enrollment form contained in the link above.

The proposer should please indicate whether the proposer will enroll in EFT or is already enrolled in EFT.

Please include this form with the proposal.

☐ Will Accept

☐ Already Enrolled

Printed Name of Authorized Individual

Email Address

Phone Number

Authorized Signature for EFT

Date

ATTACHMENT V: GENERAL COMPANY INFORMATION

Please provide the information in the order requested. If you require additional space, you may attach extra pages.

1. Proposer's Name (including Proposer's legal name and any other name under which it conducts business):
2. Year Founded:
3. Form of Business (e.g., corporation, limited liability company):
4. Parent Company or Affiliates:
5. Location of Office(s):
6. Number of Employees:
7. Chief Executive Officer:
8. Account Manager (if different):
9. Official representative of the proposer to whom any further or additional correspondence with regard to this RFP may be directed:
10. Physical Address:
11. Email Address and Website Address:
12. Phone Number:
13. Fax Number:
14. Tax ID Number:
15. Please List All In-house Services:

_____	_____
_____	_____
_____	_____

16. Will the proposer collaborate with other businesses, entities, or individuals for any of the services provided in its proposal?

- a. If yes, with whom? _____
- b. For which services? _____
- c. Submit resumes of proposed subcontractors.
- d. Submit written agreements that describe that collaboration, including the nature of the relationship (e.g., contractor/sub-contractor, partnership, joint venture) and an explanation of the division of duties, billing and payment arrangements, lines of communication, and account management. The OLG/DCRT will require the designation of a single point of contact and a single contracting entity for any such collaboration.

17. Please list previous and current tourism industry accounts signed with your company. Note which are current.

18. Has your company operated at a profit for at least three of the past five years? Explain.

ATTACHMENT VI: COST PROPOSAL FORM FOR COMPONENT 1: CREATIVE/MARKETING/MEDIA BUYING/BRAND IDENTITY

PROPOSER'S NAME: _____

Proposers are advised that the terms of the contract to be awarded to the successful proposer may limit the direct, hourly labor rate by title (or equivalent functional category) to the rates provided.

Step 1: Provide titles and proposed direct, hourly rates for all team members proposed in Section 1.9.6 Proposed Staff Qualifications whose fees are NOT covered under media commission. Titles below are for reference/example only. The titles and rates here shall be consistent with the titles and rates the proposer includes in its "Qualifications of Proposer Staff" in section 1.9.6.

Employee Title	Proposed hourly rate, in dollars, per hour
Creative Director	\$
Account Supervisor	\$
Copywriter	\$
Account Executive	\$
Assistant Account Executive	\$

Step 2: Propose the media commission rate that will incorporate all costs for media research, planning, negotiation, tracking, pre- and post-flight analysis, and placement. If proposing a commission rate of 0%, a rate of 1% will be used to calculate the score for commission to avoid a score of zero. If awarded a Contract, 0% will be the contracted commission rate.

The standard industry mark-up on advertising is 15%. The gross cost of a net media buy of \$1,000 is \$1,176.47 ($\$1,000 / .85 = \$1,176.47$ gross)

Proposed commission rate is the percentage of the gross, which is added to the net.

EXAMPLE

Media buy of \$1,000 net = \$1,176.47 gross

10% commission = \$117.65 (10% of \$1,176.47)

Contractor invoices State \$1,000 (net) + \$117.65 (10% commission) = \$1,117.65 total cost to State

5% commission = \$58.82 (5% of \$1,176.47)

Contractor invoices State \$1,000 (net) + \$58.82 (5% commission) = \$1,058.82 total cost to State

PROPOSED MEDIA COMMISSION RATE: _____% of Gross

Step 3: Proposer's score for "Cost" for Component 1 will be determined using the following formulas:

Average Hourly Rate: Maximum 12.5 points

Lowest Proposed Average Hourly Rate **divided by** Proposer's Average Hourly Rate x 12.5 = Proposer's score for Average Hourly Rate

Media Commission Rate: Maximum 12.5 points

Lowest Proposed Media Commission Rate **divided by** Proposer's Media Commission Rate x 12.5 = Proposer's Score for Average Hourly Rate

The proposer's scores for Average Hourly Rate and Media Commission Rate will be added together to determine the proposer's score for "Cost" out of total possible maximum of 25 points.

ATTACHMENT VII: COST PROPOSAL FORM FOR COMPONENT 2: PUBLIC RELATIONS

PROPOSER'S NAME: _____

Proposers are advised that the terms of the contract to be awarded to the successful proposer may limit the direct, hourly labor rate by title (or equivalent functional category) to the rates provided.

Step 1: Provide titles and proposed direct, hourly rates for all team members proposed in Section 1.9.6 Proposed Staff Qualifications. Titles below are for reference/example only. The titles and rates here shall be consistent with the titles and rates the proposer includes in its "Qualifications of Proposer Staff" in section 1.9.6.

<u>Employee Title</u>	<u>Proposed hourly rate, in dollars, per hour</u>
Copywriter	\$
Account Principal	\$
Copywriter	\$
Account Executive	\$
Assistant Account Executive	\$

Step 2: The proposer's score for "Cost" for Component 2 is based solely on hourly rates. Score will be determined using the following formula:

Average Hourly Rate: Maximum 25 points

Lowest Proposed Average Hourly Rate ***divided by*** Proposer's Average Hourly Rate x 25 = Proposer's score for Average Hourly Rate.

The proposer's score for Average Hourly Rate is the proposer's score for "Cost" out of a total possible maximum of 25 points.

ATTACHMENT VIII: COST PROPOSAL FOR COMPONENT 3: WEBSITE CREATION AND MANAGEMENT/SOCIAL MEDIA/DIGITAL MARKETING

PROPOSER'S NAME: _____

Proposers are advised that the terms of the contract to be awarded to the successful proposer may limit the direct, hourly labor rate by title (or equivalent functional category) to the rates provided.

Step 1: Provide titles and proposed direct, hourly rates for all team members proposed in Section 1.9.6 Proposed Staff Qualifications whose fees are NOT covered under media commission. Titles below are for reference/example only. The titles and rates here shall be consistent with the titles and rates the proposer includes in its "Qualifications of Proposer Staff" in section 1.9.6.

Employee Title	Proposed hourly rate, in dollars, per hour
Account Manager	\$
Account Executive	\$
Content Manager	\$
Art Director	\$
Data Manager	\$
Web Developer	\$

Step 2: Propose the media commission rate that will incorporate all costs for media research, planning, negotiation, tracking, pre- and post-flight analysis, and placement. If proposing a commission rate of 0%, a rate of 1% will be used to calculate the score for commission to avoid a score of zero. If awarded a Contract, 0% will be the contracted commission rate.

The standard industry mark-up on advertising is 15%. The gross cost of a net media buy of \$1,000 is \$1,176.47 ($\$1,000 / .85 = \$1,176.47$ gross)

Proposed commission rate is the percentage of the gross, which is added to the net.

EXAMPLE

Media buy of \$1,000 net = \$1,176.47 gross

10% commission = \$117.65 (10% of \$1,176.47)

Contractor invoices State \$1,000 (net) + \$117.65 (10% commission) = \$1,117.65 total cost to State

5% commission = \$58.82 (5% of \$1,176.47)

Contractor invoices State \$1,000 (net) + \$58.82 (5% commission) = \$1,058.82 total cost to State

PROPOSED MEDIA COMMISSION RATE: _____% of Gross

Step 3: Propose the annual cost for web hosting. Note: If proposing a cost of \$0, a rate of \$1 will be used to calculate the score for hosting to avoid a score of zero. If awarded a contract, \$0 will be the contracted hosting fee.

Proposed annual hosting cost: \$_____

Step 4: The proposer's score for Cost for Component 3 will be determined using the following formulas:

Average Hourly Rate: Maximum 15 points

Lowest Proposed Average Hourly Rate ***divided by*** Proposer's Average Hourly Rate x 15 =
Proposer's score for Average Hourly Rate.

Media Commission Rate: Maximum 5 points

Lowest Proposed Media Commission Rate ***divided by*** Proposer's Media Commission Rate x 5 =
Proposer's score for Media Commission Rate.

Annual Hosting Cost: Maximum 5 points

Lowest Proposed Hosting Cost ***divided by*** Proposer's Hosting Cost x 5 = Proposer's score for
Annual Hosting Cost.

The proposer's scores for Average Hourly Rate, Media Commission Rate, and Annual Hosting Cost will be added together to determine the Proposer's score for "Cost" out of a total possible maximum of 25 points.

ATTACHMENT IX: SAMPLE BOARD RESOLUTION

If the proposer is a corporation, a board resolution granting authority for company officials or agents duly authorized to sign proposals or contracts on behalf of the proposer must be submitted.

(Proposer's Letterhead)
Meeting of the Board of Directors

of

(Name of Proposer)

A meeting of the Board of Directors of (Name of Proposer) was held on (Date).

Whereby a resolution was passed authorizing (name of person authorized to sign contracts on behalf of Proposer) to sign on behalf of the (Name of Proposer), and by his/her signature, enter into any and all contractual obligations on behalf of the (Name of Proposer).

_____, Secretary
John Doe

_____, President
Jane Smith